

# **OCEAN HAMMOCK PARK**



## **MANAGEMENT PLAN**

### **08-018-FF8 And 16-014-UA17**

**Revised June 20, 2018**

## Table of Contents

I. Introduction.....	3
II. Purpose .....	4
III. Natural and Community Resources.....	6
A. Natural Communities .....	6
B. Inventory of Natural Communities .....	7
C. Listed Plant Species .....	8
D. Listed Animal Species .....	9
E. Invasive Exotic Plant and Animal Control Program .....	10
1. Invasive Exotic Plants .....	10
2. Feral/Invasive Exotic Animals .....	10
F. Restoration .....	11
G. Archaeological, Cultural and Historical Resource Protection.....	12
IV. Site Development and Improvement .....	12
A. Acknowledgement Sign .....	12
B. Existing Physical Improvements .....	12
C. Hazard Mitigation .....	12
D. Low Impact Development, Buffers and Conservation Easements.....	13
E. Proposed Physical Improvements .....	13
1. Recreational Facilities.....	13
2. Education Signs .....	14
3. Nature Center.....	14
4. Parking .....	14
5. Landscaping.....	14
6. Stormwater Facilities.....	14
F. Permits .....	14
G. Easements, Concessions and Leases.....	15
V. Management Needs .....	15
A. Coordinated Management.....	15
B. Trail Network .....	15
C. Greenways/Wildlife Corridor .....	16
D. Staffing .....	16

E. Education Program.....	16
F. Maintenance.....	16
G. Security .....	17
VI. Cost Estimates and Funding Sources .....	17
VII. Priority Schedule .....	18
VIII. Monitoring and Reporting .....	18

### **Appendices:**

Location Map	Appendix A
Ocean Hammock Walkway	Appendix B
Boundary Map	Appendix C
Public Land Map	Appendix D
Natural Communities Map	Appendix E
Master Site Plan	Appendix F
Paddling Trail Map	Appendix G
Greenways/Wildlife Corridor Map	Appendix H
Grant Agreement	Appendix 1A & 1B
Conservation Easement	Appendix J
Beach Storm Damage Reduction Easement	Appendix J
Access, Drainage, Utilities and Signage	Appendix J
100-Year Flood Plain	Appendix K
Florida Natural Areas Report Forms	Appendix L
Exotic Pest Council's List of Florida's Most Invasive Species	Appendix M
Future Land Use Map	Appendix N
Sidewalk Network Map	Appendix O
Time Line	Appendix P
Checklist	Appendix Q

## **I. Introduction**

Ocean Hammock is comprised of 18 acres, 16 of which was acquired with funds from the Florida Communities Trust in a phased project. Phase I encompasses 11.5 acres and was acquired in 2008; Phase II has acquired the remaining 4.5 acres in 2016. Ocean Hammock Park comprise the last vacant ocean-front tract of land in St. Augustine Beach. It is located between the City's main street, A1A Beach Boulevard, and the beach. The Park is bordered on its north and south sides by residential subdivisions, and across the Boulevard to the west by a small, 18-unit condominium and another residential subdivision.

The City's acquisition of Ocean Hammock Park began in 2005, when the owners of the tract applied to the City for approval of a final development plan for a residential condominium development on 16 of the 18 acres. The name of the subdivision was Maratea. As a condition of the City's approval of the plan, the owners deeded 2.2 acres to the City for conservation/preservation purposes, and provided a strip of land for a 1,600-long beach access walkway, which was completed in the fall of 2009. This is shown on Figure B. Included in the 2.2 acres are 1.2 acres adjacent to A1A Beach Boulevard, which have been designated as a conservation area.

Since 2005, the City met several times with the Maratea owners to discuss possible modifications to the approved planned unit development and the sale to the City of part of subdivision. The City's ability to bargain was strengthened in 2008, when City voters approved the City levying up to half a mill in ad valorem taxes for 20 years, for the purpose of purchasing land to protect it from development.

In 2008-09, negotiations by County and City staff members with the Maratea owners resulted in the sale to the City of 11.5 acres for \$5,250,000. Money for the purchase came from a bond program administered by the Florida League of Cities and later from a \$4.5 million Florida Communities Trust (FCT) grant. The owners kept the final 4.5 acres in the northeast corner of the tract.

From 2009 to 2015, the City continued its negotiation efforts with the owners for the sale of those acres. Because FCT grants weren't available, the City engaged The Trust for Public Land to purchase the land on the City's behalf. In 2015, the owners agreed to sell the land to The Trust for \$4.5 million, an amount determined by an appraiser hired by The Trust. The City reimbursed The Trust with money from savings and from a Florida League of Cities' bond issue. In 2016 the City was awarded \$1.5 million from the FCT grant program. A management plan has been developed to ensure that the Ocean Hammock Park Phase I and Phase II will be developed in accordance with the Declaration of Restrictive Covenants and in furtherance of the purpose of the grant application.



## II. Purpose

The purpose for the City acquiring the 4.5 acres of Ocean Hammock Park Phase II (Phase II), in keeping with the primary purpose for Ocean Hammock Park Phase I (Phase I) which is for passive recreation. The objective is balance the goal of keeping the Park's unique natural features as undisturbed as possible while providing some basic improvements that will make part of the Park accessible to the public and persons with unique abilities. The Acquisition of the 16 total acres will enable the City to fulfill the following prioritized management objectives:

1. to fulfill the City's long-term objective of preserving land whenever possible from development
2. to protect unique habitat in an area where vacant, oceanfront property is becoming increasingly rare.
3. to provide land for open space and recreational purposes.
4. to provide land for beach access and off-beach parking.
5. to provide a resource that can be used to teach residents and visitors the flora and fauna of the northeast Florida coastal environment

In accordance with the list of objectives, the desired future uses of the Park will be habitat preservation, open space and recreational uses. To ensure that these are the uses of the Park, the City has amended its Future Land Use Map to designate the 11.5 acres of Phase I (Parcel ID 172570-0020) as parks and recreation and the City will amend its Future Land Use Map to designate the 4.5 acres of Phase II (Parcel ID 172570-0000) as parks and recreation. A copy of the ordinance will be sent to FCT upon its adoption. The two areas of the subdivision that were deeded to the City in 2005 have already been designated as parks and recreation on the Future Land Use Map. In areas where the land use map designation is "recreation", the City's Land Development Regulations allow only uses related to recreation, such as publicly-owned as well as privately-owned recreational facilities, and such structures as dune walkovers. However, no privately-owned recreational facilities will be allowed in the Park.

In literature and publicity material concerning Ocean Hammock Park Phase I and II, the City will note that the Park is an area that was purchased for conservation, open space and recreational purposes, and that the Florida Communities Trust reimbursed the City part of the purchase price.

### Summary of Major Comprehensive Plan Directives

The acquisition of the 11.5 acres for the Ocean Hammock Park will help the City meet the following Comprehensive Plan directives:

#### A. Recreation/Open Space Element

Objective R.1.1: A system of neighborhood and community recreation facilities shall be maintained and developed by 2005 to meet the minimum cultural, social and athletic needs of the City as prescribed by appropriate State and County facilities criteria, with additional facilities added as required to maintain the adopted Level of Service.

#### B. Recreation/Open Space Element, Policy R.1.1.3, Policy R.1.1.10, Policy R.1.1.15

Policy R.1.1.3: The City shall pursue available grant sources for the acquisition and development of additional park and recreation areas.

Policy R.1.1.10: Whenever possible, recreation sites shall be established with multi-use purposes to provide both recreation facilities and to ensure the preservation or conservation of environmentally sensitive lands. Development will be in an aesthetic and environmentally sensitive manner.

Policy R.1.1.15: The City will request and cooperate with St. Johns County to purchase land south of F Street for a park to serve the City's southern half.

#### C. Objective: Open Space

Policy R. 1.3.6: The City shall continue its Land Acquisition Program that was started in 2003 and shall have in its annual budget a fund dedicated for the purchase of land for preservation, open space and recreational purposes.

This Policy is linked to Policy CC.2.11.3 which requires that the City through its Land Acquisition Program will give priority to the purchase of vacant land that has been degraded or invaded by non-native vegetation.

#### D. Transportation Element

Policy T.2.1.3. Continue to coordinate with the Florida Department of Environmental Protection and St. Johns County for the provision of improved and reinforced pedestrian and vehicular beach access ramps.

Policy R1.2.7. The City, in coordination with the State and County, will provide additional pedestrian ways across beach dunes to increase public access to the beach.

#### E. Land Use Element

Policy L.1.1.3: The City shall pursue private, State and Federal grant funding sources

to purchase open space and natural areas to conserve natural resources in the City.

Policy L.1.1.8: The City shall continue to support the inclusion of environmentally sensitive lands on the CARL list and on other possible grants for purchase and

### III. Natural and Community Resources

#### A. Natural Communities

The natural communities in Ocean Hammock Park consist predominately of coastal uplands and mixed scrub and shrub wetlands. The breakdown is as follows:

Coastal Grasslands:	1.7 acres
Coastal Dune:	1.8 acres
Coastal Scrub:	3.9 acres
Wetlands:	4.9 acres
Maritime Hammock:	3.7 acres

Total: 16.0 acres

The natural communities that exist on the project site are predominately coastal uplands and mixed scrub-shrub wetlands and approximately 88% of the site is undisturbed. When the site was slated for development, a dirt road was created running west-east to allow access for construction vehicles. This dirt/sand road, originally included approximately 0.87 acres of impact. Much of this area has regrown since the initial construction but the City plans to use this area for a walking trail with a foot bridge over the wetland areas to access the center portion of the site.

The coastal uplands include beach dune, coastal grassland, coastal strand, and maritime hammock with characteristic ridge and swale topography throughout the site. The dune community (1.8 ac.) is dominated by sea oats (*Uniola paniculata*) with other species like beach cordgrass (*Spartina patens*) and sand spur (*Cenchrus spp.*). The dunes are fairly healthy and State laws already in place prohibit destruction of sea oats. Within the City of St. Augustine Beach, this is one of the last parcels with a fairly healthy secondary dune because nearly every beachfront parcel has encroaching development. In between the primary and secondary dune communities is coastal grassland (~ 1.7 ac.) characterized by cordgrass, Hercules club tree (*Zanthoxylum clava-herculis*) and prickly pear cactus (*Opuntia spp.*). Coastal grassland historically ran north-south along the length of St. Augustine Beach and this habitat type has become less common as development typically occurs right up the Coastal Construction Control Line. Although the community appears healthy today, it will likely be affected by the secondary impacts of the new development to the south. The coastal strand and

maritime hammock are in fairly good condition with the exception of the access road through the middle of this community.

The wetlands are currently low to mid-quality due to primary and secondary impacts caused by development surrounding this parcel. The impacts to these wetlands is estimated to be 0.1 ac. due to secondary impacts around the edges as well as the area of the wetland where the road goes through, dividing these isolated wetlands even further. . The area intended as an access road is now planned for use as a nature/walking trail to interior of the site, highlighting the various and diverse ecological communities in the coastal upland area. The walking trail will include a footbridge across a wetland area. The site will continue to be monitored in order to maintain and improve the natural communities within the site. A photo monitoring program of selected natural communities on the site will be implemented and included in the annual flora and fauna surveys of the site.

The City intends to minimize the direct impacts associated with human activities to the extent possible. The site will be designed and managed as a passive use park, showcasing the natural communities. We will utilize and maintain existing white sand trails through the site allowing visitors to see the areas while actively discouraging venturing off the trails to protect imperiled flora and fauna. We will provide educational and interpretative signage describing the fragility of the native communities. We will focus impacts to specific defined areas such as an observation deck, a picnic pavilion, the parking, and restroom area to minimize the spread of human impacts.

## **B. Inventory of Natural Communities**

The natural communities on the 16.0 acres of the Park consist of the following:

Coastal Grasslands:	1.7 acres
Coastal Dune:	1.8 acres
Coastal Scrub:	3.9 acres
Wetlands:	4.9 acres
Maritime Hammock:	3.7 acres

Total: 16.0 acres

The natural communities that exist on the project site are predominately coastal uplands and mixed scrub-shrub wetlands and approximately 88% of the site is undisturbed. When the site was slated for development, a dirt road was created running west-east to allow access for construction vehicles. This dirt/sand road was never used and is intended to become a nature/walking trail with an elevated footbridge across the wetland area to provide access to the interior portion of the park.



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The mixed scrub-shrub wetland (~ 3.9 ac.) runs north-south through the middle of the site. These depressional marshes are dominated by coastal plain willow (*Salix caroliniana*), red maple (*Acer rubrum*), and duckweed (*Lemna spp.*) with species like wax myrtle (*Myrica cerifera*) and Virginia chain-fern (*Woodwardia virginica*) around the depressions. The wetlands are currently low to mid-quality due to primary and secondary impacts caused by development surrounding this parcel. The impacts to these wetlands is estimated to be 0.1 ac. due to secondary impacts around the edges as well as the area of the wetland where the road goes through, dividing these isolated wetlands even further. The area intended as an access road is now planned for use as a nature/walking trail into the interior of the site, highlighting the various and diverse ecological communities in the coastal upland area. The walking trail will include a footbridge across a wetland area.

An inventory of the site will be conducted annually using the forms furnished by the Florida Natural Areas Inventory (FNAI) and the City will forward the completed inventory forms to the FNAI. Sample forms are located in the appendix

### **C. Listed Plant Species**

The coastal uplands include beach dune, coastal grassland, coastal strand, and maritime hammock with characteristic ridge and swale topography throughout the site. The dune community (~ 1.8 ac.) is dominated by sea oats (*Uniola paniculata*) with other species like beach cordgrass (*Spartina patens*) and sand spur (*Cenchrus spp.*). The dunes are fairly healthy and State laws already in place prohibit destruction of sea oats. Within the City of St. Augustine Beach, this is one of the last parcels with a fairly healthy secondary dune because nearly every beachfront parcel has encroaching development. In between



the primary and secondary dune communities is coastal grassland (~ 1.7 ac.) characterized by cordgrass, Hercules club tree (*Zanthoxylum clava-herculis*) and prickly pear cactus (*Opuntia spp.*). Coastal grassland historically ran north-south along the length of St. Augustine Beach and this habitat type has become less common as development typically occurs right up the Coastal Construction Control Line. The coastal strand and maritime hammock community (~ 3.7ac.) is dominated by sand live oak (*Quercus geminata*) and southern red cedar (*Juniperus silicicola*) with species such as Spanish bayonet (*Yucca aloifolia*), wax myrtle (*Myrica cerifera*) and saw palmetto (*Serenoa repens*) in the understory.

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The City will be initiating an updated and a more detailed biological inventory of the existing plant and animal species on the site. This will serve as the base line for management plans and decisions moving forward. This will include photo, GPS and GIS documentation of the surveys. Once we have a clearer understanding of the sites flora and fauna we will be able to specifically target management techniques for any specific species of concern, which may include routing trails away from identified areas to minimize potential human impacts.

#### **D. Listed Animal Species**

The Park's natural communities provide habitat for such animal species as the threatened loggerhead sea turtle (*Caretta caretta*) and the endangered green (*Chelonia mydas*) and leatherback (*Dermochelys coriacea*) sea turtles. This habitat is also important for the Anastasia Island beach mouse (*Peromyscus polionotus phasma*). The only populations of these mice left are located in the sand dunes of Anastasia Island (location of the City of St. Augustine Beach) and a barrier island located north of the site. This is one of the last undeveloped parcels in St. Augustine Beach and for this reason is critical for the Anastasia Island beach mouse population, whose major threat is development. St. Johns County has a Habitat Conservation Plan (HCP) to minimize and mitigate impact to the above protected species, and the 1.1 acres that supports them. Conditions and policies of the HCP include eliminating beach front lighting and public workshops regarding HCP and protected species. The upland communities on site are also habitat for the threatened gopher tortoise (*Gopherus polyphemus*) and several active burrows have

been located. The gopher tortoise is considered a "keystone" species - a species whose existence has a critical role in maintaining the overall relationship of plants and animals within an ecosystem. Their active burrows, located in the dune system, are important habitat for other species like the threatened eastern indigo snake (*Drymarchon corais couperi*). A thorough survey will be conducted to locate all of the burrows on site and once they are identified, park development will avoid them. The total acreage of the habitat that supports these listed species is around 2.1 acres and all development will be kept out of this area. On the edge of this habitat there will be interpretive signs to educate visitors of the significance of this area.

Also, in the Park, St. Augustine Beach City employees have seen a bobcat, several deer, Eastern diamondback rattlesnakes, an alligator water moccasins, raccoons, armadillos, rabbits and various turtles. The site is also used by birding

## **E. Invasive Exotic Plant and Animal Control Program**

### **1. Invasive Exotic Plants**

Chinese tallow (*Sapium sebiferum*), tropical soda apple (*Solanum viarum*) and Brazilian pepper (*Schinus terebinthifolius*) were located on the site. At present, the density of all three is manageable and will be hand-removed without the use of herbicides. The property will be surveyed in-house at least once a year to determine if any of the Chinese tallow, tropical soda apple, Brazilian pepper, or other exotics have sprouted on the property. Careful attention will be paid to the boundaries of the parcel which are adjacent to housing developments and if any invasive species are found, they will be removed immediately.

Although not listed as an exotic species by the Florida Exotic Pest Plant Council because it's native to south Florida, there are several cattail (*Typha* spp.) plants along the edges of the wetlands. Cattail can quickly take over a wetland system but because they provide protective cover and nesting areas for animals and birds, there will be no immediate plans to remove them. However, their population will be monitored and thinned as necessary.

### **2. Feral/Invasive Exotic Animals**

At this time, no feral animals appear to be living in the Park. This is likely due to the natural predators that have been seen in the Park (the bobcat and the poisonous snakes). As most of the Park with its wetlands and habitat will be left undisturbed, it can be reasonably expected that the natural predators living in it will prevent any feral animals from establishing a population.

However, the City annually will check for signs of feral animals in the Park and will note any signs in the annual report. If any signs are found, professional help will be obtained so that the feral animals can be removed without harming wildlife that is native to the Park.

## F. Restoration

Upland areas will be planted with native vegetation. The primary and secondary dune systems, with special concentration on the impacted secondary dune, will be planted with sea oats (*Uniola paniculata*) and beach cordgrass (*Spartina patens*). Both of these plants are extremely important for dune stabilization and the prevention of coastal erosion. On both the primary and secondary dune systems, it is estimated that about 125 plants of each species will be planted among the existing dune grasses covering an area of approximately 0.24 acres. The 1.7 acres identified as Coastal Grassland are within the ecological corridor and will be planted with 250 total plants consisting of sea oats, beach cordgrass, railroad vine (*Ipomoea pes caprae*), beach morning glory (*Ipomoea imperati*) and sea oxeye (*Borrchia frutescens*).

The footprint of the road will become a nature/walking trail with a footbridge across a wetland area and will remain the main access to the interior portions of the park and thus will not be replanted. This road traverses east-west through the maritime hammock and coastal scrub communities. Within the coastal scrub community, landscaping and restoration will include 50 sand live oak (*Quercus geminata*), 70 yaupon holly (*Ilex vomitoria*) interspersed with about 18 planted cabbage palm (*Sabal palmetto*), the Florida State tree. The coastal scrub which is approximately 3.9 acres will be developed as parking, recreational courts, picnic pavilions and restrooms. However, these areas will include native landscaping and restoration once construction is complete.

The area of the maritime hammock is approximately 3.7 acres and will be planted with approximately 50 sand live oaks and 35 southern red cedars (*Juniperus silicicola*). Once these native plants have established in these communities, natural regeneration should occur.

In addition to the restoration of the Upland area, the wetlands will also be restored. The Wetland Areas Map identifies approximately 4.9 acres of wetlands on the site. The location and areal extent of the wetlands will be further refined by a trained field biologist. There are three larger wetland areas on the site and some isolated, pocket wetlands. These areas are individually discussed with the maps in the Appendix. The restoration activity in the original Management Plan was focused on the largest, central wetland area. This is still an area that stands to benefit from restoration activities including controlling the existing duckweed and cattails, and planting beneficial trees (coastal plain willow and red maple) and aquatic plants (Virginia chain, spikebrush and pickerel weed).

The parking area is a mixture of sand, shell and rock. Although it requires more maintenance we intend to keep the parking area pervious. This benefits the adjacent water quality. There is an existing dry detention stormwater management area associated with the parking area.

The wetland area furthest to the east is the only one on site that is directly connected to an adjacent area. The southerly portion of this wetland is connected to a wetland stormwater treatment system for the adjacent residential development. We will monitor the condition of the wetland on our site to detect and address any potential water quality degradation issues potentially associated with the residential development.

#### **G. Archaeological, Cultural and Historical Resource Protection**

There are no historical structures in the Park. However, within a quarter of a mile of it there are two historic structures that are listed on the Florida Master Site File. These sites, 8SJ5354 and 8SJ5355, are houses that were constructed in the 1950's.

A survey done in preparation of the original application for a Florida Communities Trust grant identified several isolated artifacts that appeared associated with Native American activity on the site that is now the Park. Should any evidence be found of an archeological or historic resource, the area will be secured and the City will immediately notify the Division of Historical Resources. Unless prior approval is obtained from the Department of State, Division of Historical Resources, collection of artifacts or further disturbance of archeological or historic sites is prohibited. The management of the archaeological and/or historic resources will comply with the provisions of Chapter 267, Florida Statute, specifically Sections 267.061 2(a) and (b).

### **IV. Site Development and Improvement**

#### **A. Acknowledgement Sign**

A permanent recognition sign, at least 3x4' in size, will be maintained at the Park's entry road. The sign shall acknowledge that the project site is open to the public and was purchased with funds from the Florida Communities Trust using Florida Forever funds indicating the years in which the site was acquired by the Florida Communities Trust.

#### **B. Existing Physical Improvements**

The only physical improvement to date is the parking area located in Phase I as well as installation of a crosswalk at the park's entrance to promote pedestrian and bicycle access to the project site. Before making any additional physical improvements to either Phase I or Phase II the Florida Fish and Wildlife Conservation Commission and the Florida Department of Environmental Protection will be consulted in order to gain guidance, recommendations and necessary permits to avoid impacts to listed species and the natural resources on the project site.

#### **C. Hazard Mitigation**

Ocean Hammock Park is located in the coastal high hazard area and in the 100-year



Floodplain. Please see Figure D. Structures in the Park, such as the restrooms, will be designed in accordance with the required coastal construction regulations.

#### **D. Low Impact Development, Buffers and Conservation Easements**

Site improvements to Phase I and Phase II will be made to those areas already disturbed. This Park project will remain largely passive, those improvements outlined in this management plan will be made to minimize the clearing of native vegetation. If any clearing is necessary, permission from the FCT will be obtained prior to moving forward. We also intend to utilize materials in any improvement to minimize impervious areas. If any improvements are around wetlands, a 100-foot buffer will be maintained.

The City plans to construct an ADA accessible restroom. The restroom will be located next to the existing parking area focusing impacts to a restricted area. The restroom will be connected to the central sanitary sewer system (on C.R. A1A Beach Blvd.) via a lift station. Both the sanitary force main and the potable water supply lines will be routed along the existing access road to minimize impacts to the native communities.

We do not foresee any limitations that existing easements might present.

#### **E. Proposed Physical Improvements**

##### **1. Recreational Facilities:**

Recreational Facilities:	Children's playground  Bike racks and canoe/kayak storage Picnic pavilion and grills A nature trail a quarter to half mile in length
Amenities:	Restrooms (approx. 400 sq. ft.) Education Center Wildlife observation deck

Please note that there already is a beach access walkway on the adjoining linear park owned by the City of St. Augustine Beach. A path will connect the Ocean Hammock Park parking lot with the beach-access walkway. The 1.2 acres adjacent to A1A Beach Boulevard will remain undisturbed and will serve as a buffer to the project site.

Trash receptacles will be placed at picnic areas, parking areas, and outdoor recreational facilities. A drinking fountain will be placed at the public restrooms adjacent to the parking area.

In order to promote pedestrian and bicycle access to the project site, a crosswalk on C.R. A1A Beach Boulevard has been installed at the park entrance. Furthermore, there are



existing bicycle lanes on both sides of the Boulevard where the speed limit is strictly enforced at 30 mph.

2. Education Signs

There will be educational kiosks located at the entrance of the project site and at the end of the dune walkover. Information through these kiosks and interpretive signs will include but not be limited to, East Coast Greenway, Florida Circumnavigational Paddling trail, ocean safety, flora and fauna, Florida native plants, water wise landscaping and ecological corridors.

3. Nature Center

It will be used as a cultural, historic, and environmental education center. The City of St. Augustine Beach and St. Johns County employees will work with local volunteer groups to create diverse educational programs.

4. Parking

The existing parking area has 20 regular parking spaces. There is one (1) accessible parking space located next to the beach access boardwalk connection to the sidewalk along C.R. A1A Beach Blvd. When the City constructs the accessible restrooms we will add an accessible parking space next to the facility. There are locations along the west side of the parking loop, between existing tree canopy that could accommodate an additional 12 parking spaces in groups of two or three. Currently the parking area is contained and defined by rail road ties used as wheel stops.

5. Landscaping

The City does not intent to utilize landscaping in the site. Any surrounding areas around improvements will be left in its natural state.

6. Stormwater Facilities

The existing dry detention stormwater management area associated with the parking lot is designed as open space. There are no fences and the area is vegetated with naturally occurring native plant species. The area has shallow slopes and is only 1-1/2 feet deep. There is nothing preventing it's use by wildlife. Any additional stormwater treatment areas developed on the site will likely incorporate elements of wetland treatment and be kept as natural as possible for use of the existing plant and animal species occupying the site.

F. Permits

All structures and other improvements, such as the picnic pavilions, observation deck,

and nature center/kiosks, will be built landward or west of the State's Coastal Control Line. If required, a St. Johns River Water Management District or FDEP permit will be obtained for these improvements.

#### **G. Easements, Concessions and Leases**

There were several easements in the Park: conservation, drainage, utilities, and an easement for the road that was originally intended to go through the Park to the 4.5 acres in the northeast corner of the former Maratea subdivision. Following the recent acquisition of the remaining 4.5 acres the City now owns the road, drainage and utility easements, and they have effectively been removed from the property.

The City of St. Augustine Beach does not allow the operation of concessions on publicly owned land or the leasing of public land. However, if for any reason this type of transaction should occur in the future, the City will provide 60 days written notice to the Florida Communities Trust for its evaluation and approval prior to the execution of any such document.

### **V. Management Needs**

#### **A. Coordinated Management**

The City will coordinate the management of the Park with the following entities: the local chapter of the Florida Native Plant Society, the St. Johns County Parks and Recreation Division, the Audubon Society, and the local schools and other agencies which will use the Park for educational purposes. The Florida Native Plants Society will monitor the Park for invasive species, and will use the Park as an educational tool to inform its members and the public of the native plants that are found throughout the Park. The City will coordinate with the County's Parks and Recreation Division for the protection of endangered species. The Division under interlocal agreement with the City is responsible for enforcing the conditions of a habitat management plan on the beach for the protection of endangered sea turtles. The Audubon Society will be contacted for advice on the where bird observation positions in the Park could be designated and information on the types of birds that are in the Park.

#### **B. Trail Network**

Ocean Hammock Park is accessible by an existing sidewalk. This sidewalk runs north-south and provides access to the Park for residents and visitors. The sidewalk is part of a City-wide network of sidewalk/bike paths that link various residential neighborhoods to the A1A Scenic and Historic Coastal Byway, the beach, Anastasia State Park to the north and other major recreation and park areas located in the City, such as the County Pier Park and Ron Parker Park. Additionally, the sidewalk is connected to the City of St. Augustine Beach's 1,600 foot long raised dune walkover for direct access from the A1A Scenic and Historic Coastal Byway to the beach.

The project site is on the "calm water" route for the Florida Circumnavigation Paddling Trail. The project site will provide restrooms, canoe/kayak storage facilities, and paddling trail information.

#### **C. Greenways/Wildlife Corridor**

In June 2003, the City of St. Augustine Beach adopted St. Johns County's trail plan as a locally designated trail system. The project site is located on the East Coast Greenway, an urban trail running from Calais, Maine to Key West, Florida. The project site is located on the East Coast Greenway Scenic Route in St. Johns County and provides one of the few areas of the East Coast Greenway where the beach route surface is firm and wide enough to support a safe and separated bike riding lane". All facilities including restrooms, bike racks, and trails will be accessible to East Coast Greenway users. This nationwide trail links a number of natural areas and parks in the City of St. Augustine Beach as well as St. Johns County including the Guana-Tolomato-Matanzas National Estuarine Research Reserve (GTM NERR) to Anastasia State Park north of St. Augustine Beach, to the Moses Creek Conservation Area and Faver-Dykes State Park south of St. Augustine Beach. The project site will provide a trail head for this segment of the Greenway.

#### **D. Staffing**

Staffing of the nature center will be done by volunteers from such organizations as the Florida Native Plant Society and the Audubon Society. In addition, there are volunteers who do sea turtle monitoring during the summers and fall nesting and hatching season

#### **E. Education Program**

The location of the site will provide a variety of educational opportunities. The City of St. Augustine Beach will work with St. Johns County Park Naturalist, Natural Resource Supervisor, Habitat Conservation Officer and the St. Johns County Planning Department Archaeologist to provide at least six regular scheduled educational programs to educate the public about dune and beach habitats, the animals that inhabit these areas and beach-related history. These staff members will work with local schools, senior care facilities, after school and summer camp programs to reach a diversity of people in the community as well as educating visitors who frequent the City of St. Augustine Beach and St. Johns County. Additionally, the project site will enable the St. Johns County Habitat Conservation Officer to conduct field training and informative classes regarding the nesting sea turtles and the local Anastasia Island beach mouse.

#### **F. Maintenance**

The City's Public Works Department will be responsible for trash removal, cleaning of the restrooms, and maintenance of the parking area, trails and recreational amenities in the Park.

## **G. Security**

The City of St. Augustine Beach Police Department will provide security to the Park by regular patrols during the day and night-time hours. It will also be responsible for opening and locking the entry gate each day.

## **VI. Cost Estimates and Funding Sources**

Estimates are developed for the funding of staff resources needed to implement the management plan based on goals, objectives and priority management activities. Funding for operations will come from the Public Works Department, funding for capital improvements will be from the City's Parks & Recreation reserve and from grants obtained through St. Johns County Tourist Development Council (TDC), the DEP's Florida Recreation Development Assistance Program (FRDAP), the Office of Greenways and Trails (OGT), and the Florida Coastal Management Program's Coastal Partnership Initiative (CPI) as well as the Federal Land and Water Conservation Fund. The ability of the City to implement the specific goals, objectives and priority actions identified in this plan will be determined by the availability of funding resources for these purposes.

### **Part I - Entrance Sign and Temporary Facilities for Access and Staging**

- Entrance Sign Update with FCT Recognition \$ 2,000

### **Part II – Design of Permanent Facilities**

- Topographic Surveys \$ 15,000
- Develop Park Layout \$ 50,000
- Develop Construction Plans \$ 50,000
- Permitting \$ 5,000

### **Part III – Structures and Improvements**

- Bid Project and Award Contract \$ 5,000
- Restrooms \$ 150,000

### **Part IV – Resource Based Facilities**

- Observation Tower, Canoe/Kayak Storage Area, Picnic Pavilion, Nature Trail, and Wildlife Observation Platform \$ 150,000

### **Part V – User Oriented Facilities**

- Playscape \$ 20,000

## **Part VI – Key Management Activities**

- |                        |           |
|------------------------|-----------|
| • Wetlands Restoration | \$ 50,000 |
| • Uplands Restoration  | \$ 50,000 |

<b>Total Estimated Cost for Parts I-VI</b>	<b>\$ 392,000</b>
--	-------------------

## **VII. Priority Schedule**

The priority schedule is attached as Figure E.

## **VIII. Monitoring and Reporting**

The City Staff will prepare the Annual Stewardship Report each year and will submit it to the Florida Communities Trust on June 30<sup>th</sup>. The first report will be submitted on June 30, 2019.

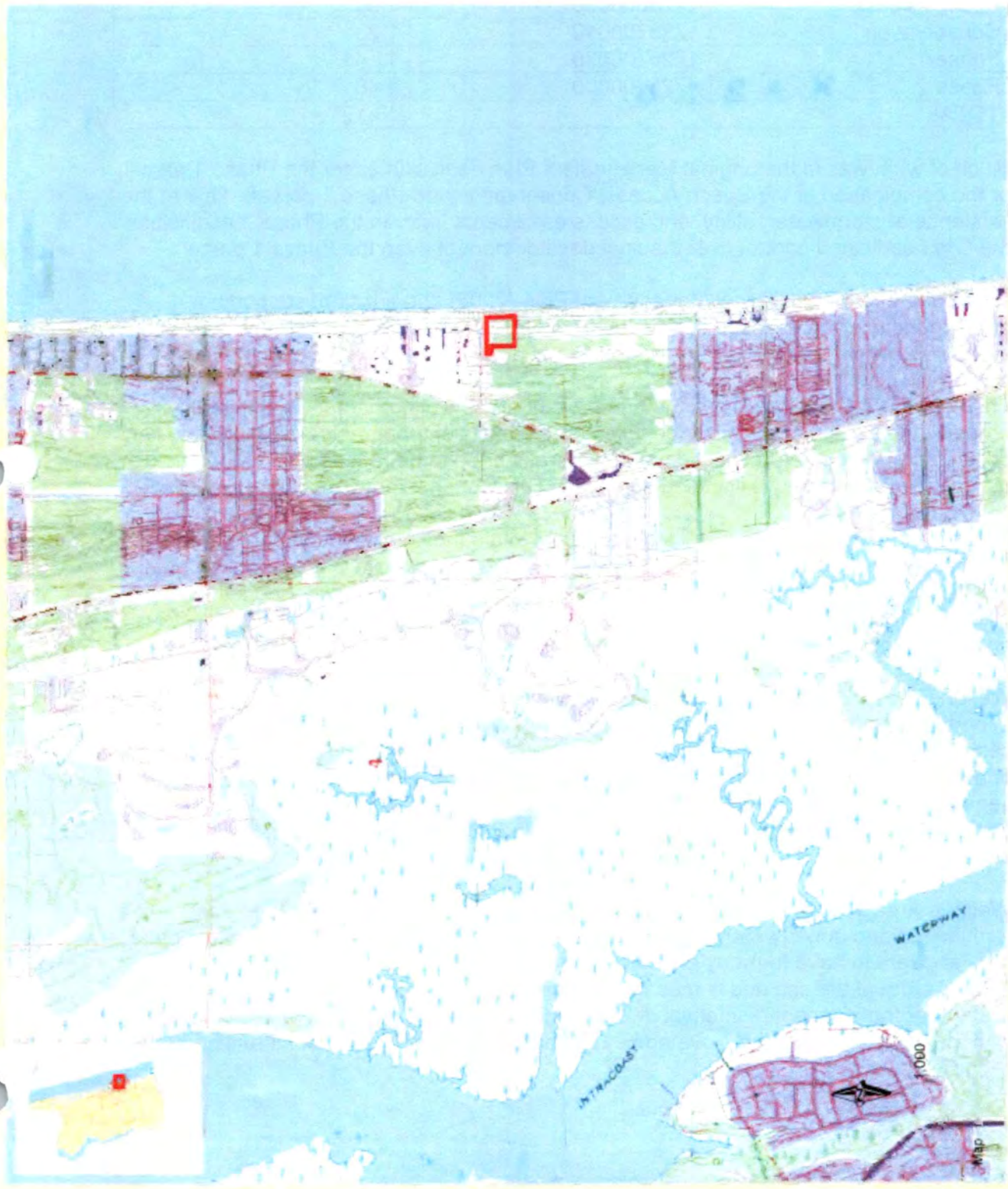
The Annual Report will list the accomplishments made during the previous 12 months to implement the provisions of the management plan and any problems encountered in the implementation.

No changes to the management plan will be made without prior review and approval by the Florida Communities Trust.



## APPENDICES

EXHIBIT





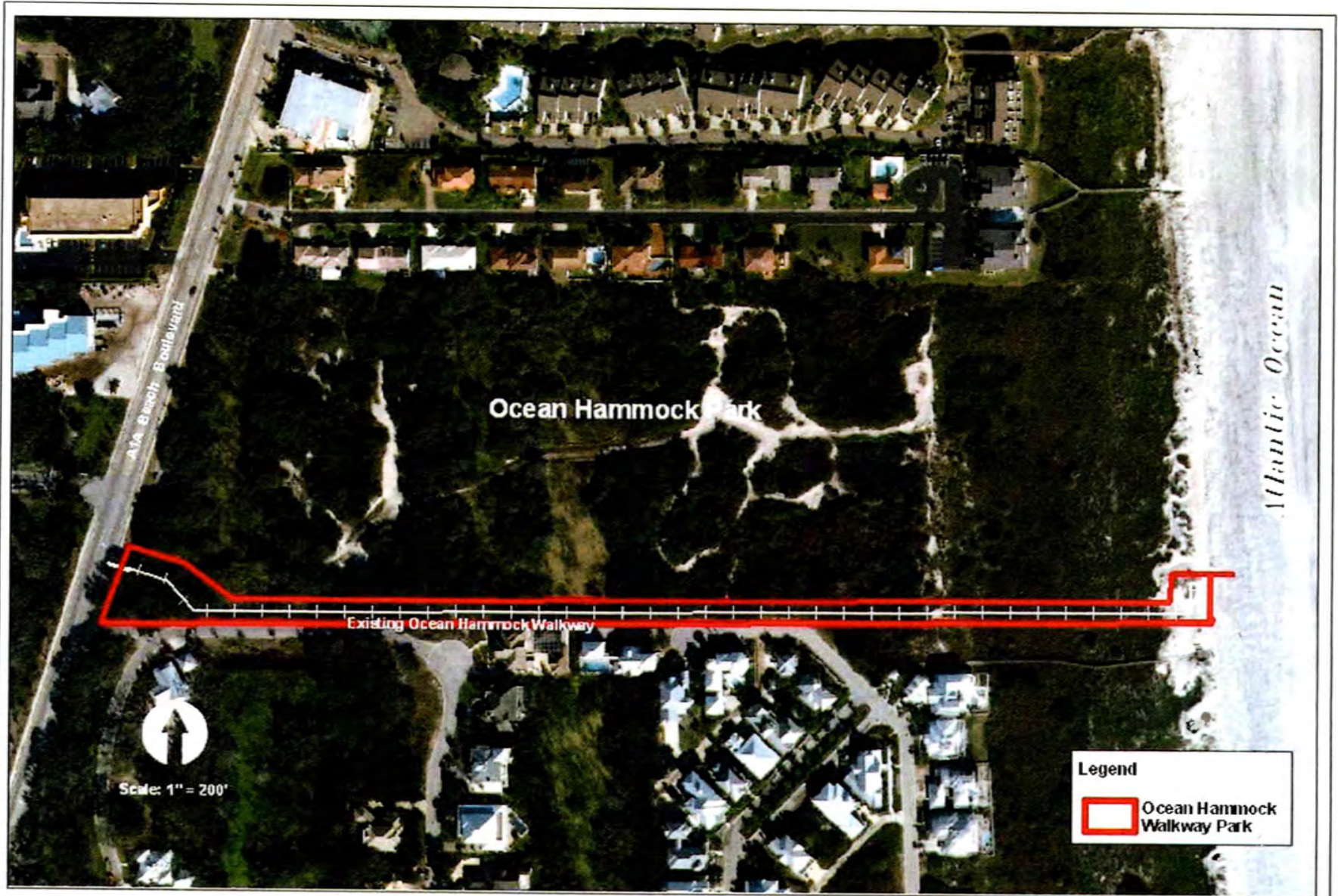
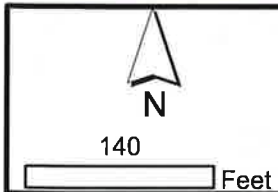


Figure B

Aerial Photograph  
Ocean Hammock Walkway





Appendix C

# CITY OF ST. AUGUSTINE BEACH OCEAN HAMMOCK PARK BOUNDARY MAP







1,000

Feet

City of St. Augustine Beach Ocean Hammock Park  
Public Lands Map

Appendix D







Vicinity Map

Coastal Scrub  
1.02 acres

Dune  
1.02 acres

Coastal  
Grassland  
2.25 acres

Legend

 Ocean Hammock Ph II

0 50 100 Feet

Map Prepared: January 2011

Imagery Date: 2009



Disclaimer: This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS disclaims all responsibility for the accuracy or completeness of the data shown herein.

## Natural Communities Ocean Hammock Phase II

St. Johns County, Florida  
Florida Communities Trust  
2011 Florida Forever Program  
[www.dca.state.fl.us/ffct](http://www.dca.state.fl.us/ffct)

## Appendix F – Master Site Plan

What is now known as Ocean Hammock Park has been acquired by the City in stages.

Parcel	STRAP	Area (ac)
Beach Access	1725800020	1.00
Conservation	1725700010	1.23
Phase 1	1725700020	11.41
Phase 2	1725700000	4.48
TOTAL		18.12

Much of what was in the original Management Plan dealt with either the Phase 1 parcel, or the combination of the Beach Access, Conservation and Phase 1 parcels. Due to the existence of stormwater, utility, and access easements, prior to the Phase 2 acquisition the City had limited control over the final development of even the Phase 1 parcel.

Due to the age of the original Management Plan (2008) and a lack of supporting background information used to develop the FNAI natural communities information and areas, it is difficult to arrive at the same facts and figures as previously presented.

The Wetland Areas Map shows the areal extent of the wetland areas on the total property. The areas have been identified on the basis of topographic contours and field observation. The specific location of these areas need to be refined by a trained field biologist and located by a licensed surveyor. This work has not yet been accomplished.

Wetland Area #1 (+/- 0.73 ac) is located largely within the Conservation parcel. The southern portion of this area was originally impacted by a primitive access road onto the site. Construction of the existing access road to the parking area used the same alignment to minimize any further impacts. Currently we do not intend disturb or enhance this area.

Wetland Area #2 (+/- 1.92 ac) is the largest wetland area on the site and is understood to be the wetland area discussed in Section III F. of the original Management Plan. The central portion of this area was originally impacted by the extension of the same primitive access road described above. In addition to the previously identified vegetative enhancement we will attempt to restore hydraulic connectivity of the northerly and southerly portions of the area by removing the access road and replacing it with an elevated boardwalk.

Wetland Area #3 (+/- 1.46 ac) is situated between the primary coastal dune (east) and a remnant upland dune (west). This area is largely undisturbed. The northerly tip of the area appears to have formerly extended beyond the site. The southerly portion does extend south of the site and is managed as part of a wetland stormwater treatment system for the adjacent residential development. This area was minimally impacted with the construction of the elevated beach access dune walkover. Construction of the



boardwalk was from the top down minimizing direct impacts to the hydric soils and flora. Currently we do not intend to disturb or enhance this area.

The remaining wetland areas are smaller, isolated, pocket wetlands. These areas are largely undisturbed. Currently we do not intend to disturb or enhance these areas.

The Upland Areas Map shows the areal extent of the upland areas on the total property. The areas have been identified on the basis of topographic contours and field observation. The specific location of these areas need to be refined by a trained field biologist and located by a licensed surveyor. This work has not yet been accomplished.

The upland areas shown have elevations ranging from 11' to 18' which visibly appear to most closely align with the FNAI categorization of Coastal Scrub. The original Management Plan identified restoration activities in the Coastal Scrub community, some of which (e.g. planting 18 sabal palm trees) that may prove difficult due to the limited access to the areas and the desire to minimize or eliminate additional impacts to the site. The Coastal Scrub communities identified on the Uplands Areas Map total +/- 2.59 ac.

The original Management Plan also identified areas of Maritime Hammock in the general vicinity of the current parking lot. This area was originally impacted by the primitive access road and a cleared area. Construction of the existing access road, the parking area, and the stormwater treatment area used the same alignment to minimize any further impacts. The specific location of these areas, as well as the other upland communities, need to be refined by a trained field biologist and located by a licensed surveyor. This work has not yet been accomplished. The location of this area facilitates vegetative enhancement fostering natural regeneration.



140

Feet

Appendix F-Upland

CITY OF ST. AUGUSTINE BEACH OCEAN HAMMOCK PARK  
UPLAND AREAS MAP







140

Feet

Appendix F-Wetland

# CITY OF ST. AUGUSTINE BEACH OCEAN HAMMOCK PARK WETLAND AREAS MAP







## Florida Circumnavigation Saltwater Paddling Trail Segment 24

### St. Augustine Saltwater Paddling Trail

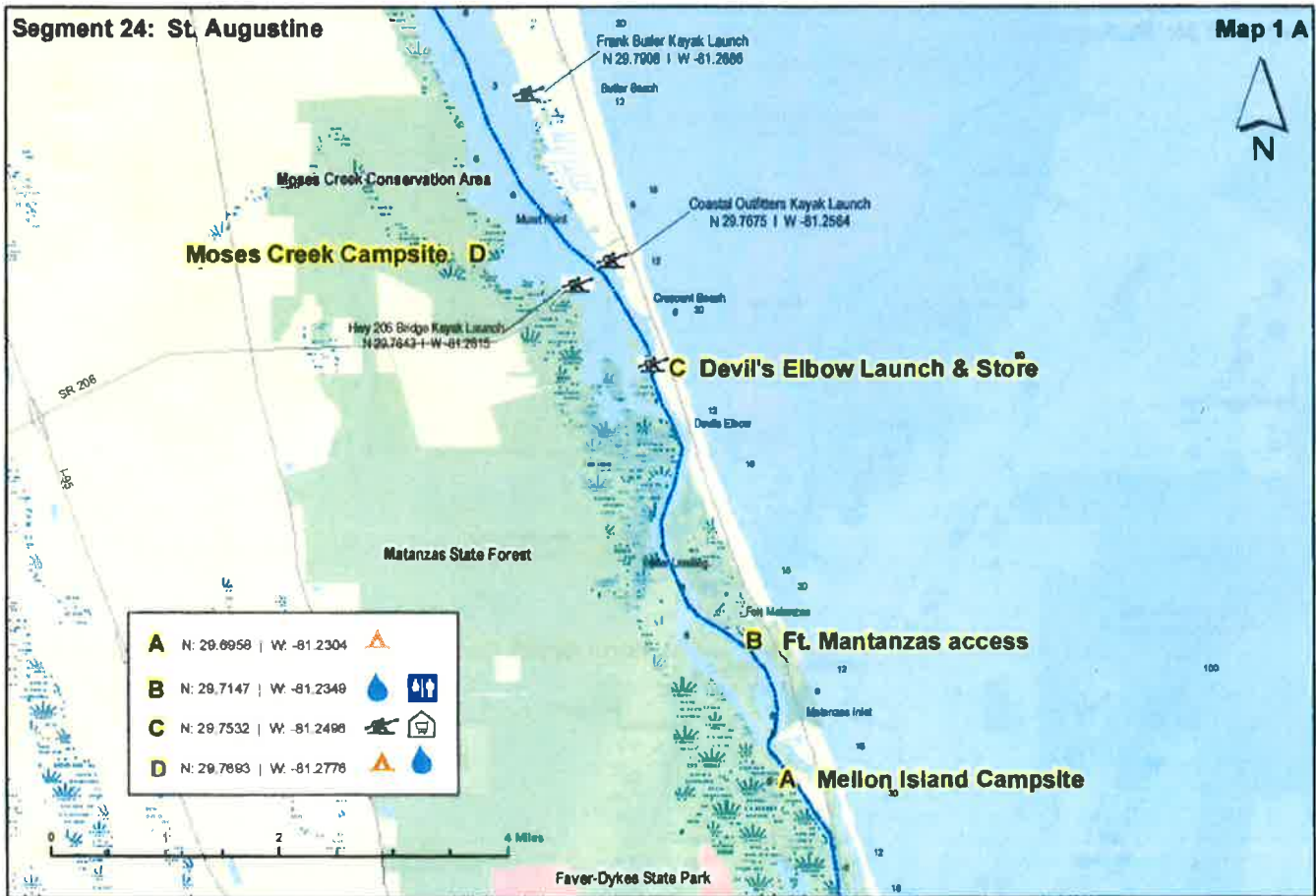
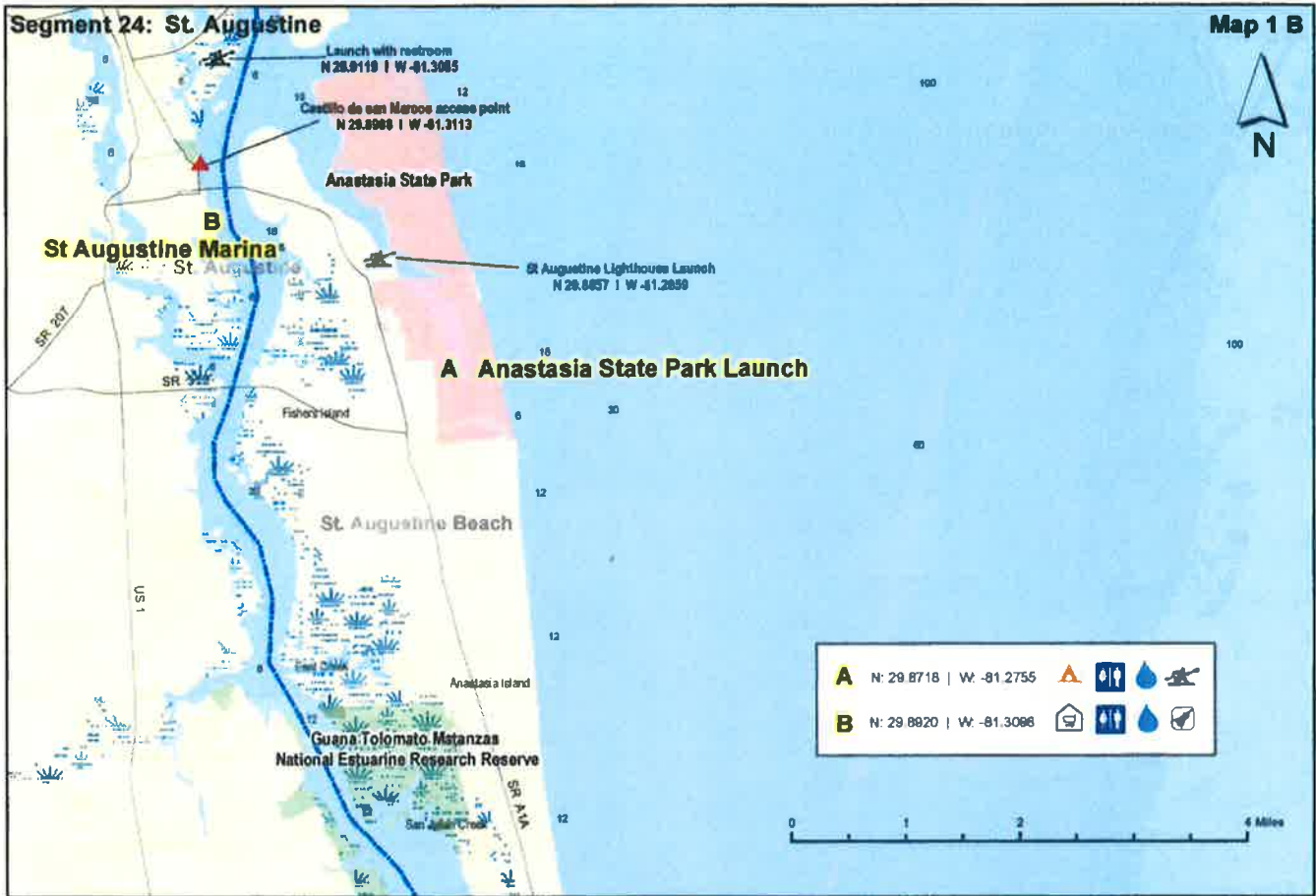
- |  |                   |
|--|-------------------|
|  | Drinking Water    |
|  | Camping           |
|  | Kayak Launch      |
|  | Shower Facility   |
|  | Restroom          |
|  | Restaurant        |
|  | Grocery Store     |
|  | Point of Interest |

*Disclaimer: This guide is intended as an aid to navigation only. A Global Positioning System (GPS) unit is required, and persons are encouraged to supplement these maps with NOAA charts or other maps.*











# St. Johns County Greenway, Blueway & Trails Master Plan

St. Johns County, Florida  
June 2004

## LEGEND

- Multi-Purpose Trails (Paved)
- Multi-Purpose Trails (Unpaved)
- Designated Boating Trails
- Canoe/Paddling Trails
- Rails To Trails
- Site Trails
- Trail Destination Points
- Canoe Destination Points
- Wildlife Crossings
- Scenic Edges on Roadways
- Public Boat Ramps
- Local Park/Recreation
- Regional Park/Recreation
- Conservation Lands
- Major Connected Wetlands\*
- Blueway Submitted Lands
- Proposed Roadway Corridors

\*Connected wetland system derived from the National Wetland Inventory, Northwest Sector Plan, Pandemon Study and aerial photography



### MULTI-PURPOSE TRAILS (PAVED)

Multi-purpose trail opportunities are intended for various outdoor uses including: walking, hiking, biking, in-line skating and in some cases a multi-use path may incorporate a segregated equestrian trail. All multi-use trails encourage nature appreciation activities in reference to St. Johns County's wildlife and ecosystems.



### MULTI-PURPOSE TRAILS (UNPAVED)

These trails include hiking, off-road biking and equestrian opportunities including, horse and rider and/or horse-cart and rider. Trails may be isolated or destination trails connecting one destination point to another.



### RAILS TO TRAILS

St. Johns County Department of Recreation and Parks is converting an old railway into a trail opportunity along SR 207 from the Putnam County line to I-95.



### BOATING TRAILS

Boating opportunities are limited to navigable waterways suitable for motorized vessels. The primary areas for boat use are along the Intracoastal Waterway and the St. Johns River.



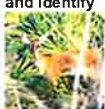
### CANOE / PADDLING TRAILS

Paddling opportunities represent areas identified along St. Johns County's waterways and coastline appropriate for use by non-motorized vessels such as canoes and kayaks.



### MAJOR CONNECTED WETLANDS

Major wetland connected systems are based on rare species occurrences and ecosystem information analysis and identify areas most likely to be used by a wide range of wildlife. The enhancement, preservation and conservation of these areas are important to maintaining a wide range of biodiversity among St. Johns County's wildlife and ecosystems.



NOTE: The opportunities illustrated by this map are intended to establish an informational framework for voluntary participation by citizens, private property owners and all levels of government. No private lands will be considered as designated greenways or trails unless the owner of such lands has voluntarily and explicitly agreed in writing to such designation.





DEP AGREEMENT NUMBER: UA005  
FCT PROJECT NUMBER: 16-014-UA17  
PROJECT NAME: OCEAN HAMMOCK PARK  
CSFA NUMBER: 37.078

### **GRANT AGREEMENT**

**THIS GRANT AGREEMENT** ("Agreement") is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency and instrumentality within the State of Florida, Department of Environmental Protection ("Department"), and the City of Saint Augustine Beach, a Florida local government ("Recipient"). All capitalized terms are used as they are defined in Rules 62-818 and 62-819, F.A.C.

#### **THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE FOLLOWING:**

**WHEREAS**, the intent of this Agreement is to impose terms and conditions on the lands acquired under the Florida Communities Trust Act ("Project Sites"). These terms and conditions are necessary to ensure compliance with Florida law and provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes ("F.S.).

**WHEREAS**, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates a non-regulatory agency within the Department to assist local governments in conserving natural resources, resolving land use conflicts, and implementing and bringing into compliance the conservation, recreation and open space, and coastal elements of their comprehensive plans by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act.

**WHEREAS**, Rule 62-818, Florida Administrative Code ("F.A.C.") sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 62-819, F.A.C. sets forth the acquisition procedures.

**WHEREAS**, on April 27, 2017, the FCT Governing Board approved selected projects to receive approval for funding.

**WHEREAS**, the Recipient's Project ("Project"), described in an application submitted for evaluation, was selected for funding in accordance with Rule 62-818, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application.

**WHEREAS**, Section 380.507(2)(h), F.S., intended to implement Specific Appropriation 1534 of the 2016-2017 General Appropriations Act, required eligible projects submitted for funding to provide accessibility, availability, or adaptability of conservation or recreation lands for individuals with unique abilities and to incorporate adaptations or modifications to the design and development of recreational resources or equipment to meet the needs of all potential participants including those with physical or developmental disabilities.

**WHEREAS**, Rule 62-818.009, F.A.C. authorizes FCT to impose conditions on those FCT applicants whose projects are selected for funding.

**WHEREAS**, the purpose of this Agreement is to set forth the condition(s) that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds, specify the restrictions imposed on the Project Site, and establish the site management requirements for the Project Site after its acquisition.

**NOW THEREFORE**, FCT and Recipient mutually agree as follows:

#### **I. PERIOD OF AGREEMENT**

1. This Agreement shall begin upon execution by both Parties and, shall remain in effect no longer than one year from the effective date of this Agreement, inclusive, unless extended or terminated earlier.

2. FCT may extend this Agreement beyond the Expiration Date if the Recipient demonstrates that it has made significant progress toward approval of the Project Plan or that extenuating circumstances beyond the Recipient's control warrant an extension of time. Recipient must request an extension in writing, fully explaining the reasons for the delay and why the extension is necessary. A written request for an extension must be submitted prior to the Expiration Date.

FCT may, in its sole discretion, consent to an extension of this Agreement. The decision to consent to an extension and the length of the extension shall depend upon an analysis of various factors, including the needs and goals of FCT; the ability and willingness of Recipient to perform under the terms of this Agreement; the good standing of the Recipient (including any entity related to or affiliated with Recipient); the Recipient's past record of performance, including submission of required reports and audits (as applicable); and other factors relevant to FCT mandates. FCT, in its sole discretion, reserves the right not to extend this Agreement beyond the initial term.

If the Recipient does not request a written extension, or if a requested written extension is not granted by FCT, the Recipient's Award shall be rescinded and this Agreement will terminate pursuant to its terms and conditions.

#### **II. MODIFICATION OF AGREEMENT**

Either Party may request modification(s) of the provisions of this Agreement at any time. Changes that are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the Parties. Such amendments shall be incorporated into this Agreement.

#### **III. DEADLINES**

1. At least two original copies of this Agreement shall be executed by the Recipient and returned to the FCT office at 3900 Commonwealth Boulevard MS #115, Tallahassee, FL 32399, as soon as possible and no later than **December 8, 2017**. If the Recipient requires more

than one original document, the Recipient shall photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT shall execute the Agreements, retain one original copy, and return all other executed copies to the Recipient.

2. The Recipient and/or its representatives shall adhere to all Project deadlines and devise a method for monitoring the Project. FCT will strictly enforce the deadlines provided by this Agreement in addition to any deadlines associated with any FCT activity relating to the Project. **Recipient's failure to comply with Project deadlines may cause FCT to terminate this Agreement.**

3. The Recipient shall submit the documentation required by this Agreement to FCT as soon as possible so that FCT may reimburse the Project Costs in an expeditious manner.

4. Upon FCT's request, the Recipient shall provide a status report of its progress toward applying for reimbursement of the Project Costs.

5. The Recipient shall develop the Project Site in accordance with the FCT Grant Award conditions and open the developed Project Site to the public within three (3) years of the date of final disbursement of the FCT Award or pursuant to the timeline outlined in the approved Management Plan. The Recipient may request an extension of this provision by requesting a modification or revision to the approved Management Plan by submitting a written request to the Trust pursuant to Rule 62-818.011(3), F.A.C.

#### IV. FUNDING PROVISIONS

1. The FCT Florida Forever Award granted to the Recipient ("FCT Award") will in no event exceed **thirty-three and twenty-eight one hundredths percent (33.28%)** of the final Project Costs, and as more fully defined in Rule 62-818.002(33), F.A.C., or **One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00)**, unless FCT approves a different amount. The Recipient shall be reimbursed as outlined in this Agreement, for eligible costs as defined in Rule 62-818.002(33), F.A.C., and identified in the Project Plan.

The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 62-818.003(7), F.A.C. and advertised in the Notice of Application. When disbursing the FCT Award, FCT shall recognize only those Project Costs consistent with the definition in Rule 62-818.002(33), F.A.C. FCT shall participate in the land cost at either the actual purchase price or the maximum reimbursement amount, whichever is less, multiplied by the percent stated above. The maximum reimbursement amount cannot exceed the highest appraised value of the property. If the Recipient purchased the property for more than the appraised value, FCT can only reimburse a percentage of the appraised value. If the Recipient purchased the property without obtaining an appraisal, the Recipient is required to obtain appraisals pursuant to Rule 62-819.007, F.A.C., to determine the value of the property before the acquisition.

2. The FCT Award shall be delivered either in the form of Project Costs prepaid by FCT to vendors if additional due diligence products are required, or in the form of a State of Florida warrant. If the Recipient is required to obtain additional due diligence products (e.g. appraisals, appraisal reviews, surveys, title information, and the like), the cost of those products will be deducted from the final disbursement amount. Under no circumstances will the award exceed the maximum reimbursement amount.

3. FCT will prepare a grant reconciliation statement showing the amount of Match provided by the Recipient (as applicable and if any is required) and showing the amount of the FCT Award. The grant reconciliation statement will reflect funds expended by FCT for Project Costs as part of the FCT Award.

4. If a Match is required, it must be delivered in an approved form as provided in Rule 62-818.002(25), F.A.C. Funds expended by the Recipient for Project Costs shall be recognized in the Match amount on the grant reconciliation statement.

5. By executing this Agreement, the Recipient affirms that it is ready, willing, and able to provide any required Match.

6. If the Recipient is the local government having jurisdiction over the Project Site, and the Recipient takes action that results in a governmentally-derived higher Project Site land value because of an "enhanced highest and best use," FCT will terminate acquisition activities unless the Seller demonstrates that the appraisal(s) were based on the "highest and best use" for the Project Site prior to the FCT Governing Board selection meeting. Alternatively, the Recipient can arrange for new appraisals based on the previous highest and best use.

7. FCT's obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature or designated agency, and is subject to modification in accordance with Chapter 216, F.S. or the Florida Constitution.

8. The accounting systems for all Recipients must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted or received for one project may not be used to support another project. Where a Recipient's or subrecipient's accounting system cannot comply with this requirement, the Recipient or subrecipient shall establish a system to provide adequate fund accountability for each project it has been awarded.

If FCT finds that funds have been commingled, FCT shall have the right to demand a refund, either in whole or in part, of the funds provided to the Recipient under this Agreement. The Recipient, upon written notification from FCT, shall refund the amount of money demanded. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from FCT by the Recipient to the date repayment is made by the Recipient to FCT.



If the Recipient recovers costs from another source that were incurred under this Agreement and reimbursed by FCT, the Recipient shall reimburse FCT for all recovered funds. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the dates the payments are recovered by the Recipient to the date repayment is made to FCT by the Recipient.

9. FCT shall approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), F.S. Such approval is deemed given when FCT approves and executes this Agreement.

10. All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 62-818.002(46), F.A. C. The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.

## **V. NOTICE AND CONTACT**

1. All notices between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by Recipient to:

Florida Communities Trust  
3900 Commonwealth Boulevard, MS#115  
Tallahassee, FL 32399

2. All contact and correspondence from FCT to the Recipient shall be through the key contact as required by Rules 62-818 and 62-819, F.A.C. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the Project:

**Name:** Melissa A. Burns  
**Organization:** City of St. Augustine Beach  
**Title:** Chief Financial Officer  
**Address:** 2200A1A South; St. Augustine Beach, FL 32080  
**Telephone:** 904-471-2122  
**E-mail:** mburns@CityofSAB.org

3. The Recipient authorizes the administrator, employee, officer, or representative named in this paragraph, as Recipient's agent, to execute all documents connected to this Project on behalf of the Recipient, including this Agreement, any addenda, purchase agreement(s) for the property, the grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan, and the Declaration of Restrictive Covenants.

**Name:** Max Royle or Successor  
**Organization:** City of Saint Augustine Beach  
**Title:** City Manager

**Address: 2200 A1A South, St. Augustine Beach, Florida 32080**

**Telephone: 904-471-2122**

**Facsimile: 904-471-4108**

**E-mail: mroyle@cityofsab.org**

4. If different representatives or addresses are designated for **NOTICE AND CONTACT**, specified herein, after execution of this Agreement, notice of the changes shall be rendered to FCT as provided in **NOTICE AND CONTACT**, paragraph V.1. above.

5. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is **59-0560946**.

## **VI. PROJECT PLAN APPROVAL**

1. Prior to the final disbursement of the FCT Award, the Recipient shall submit a Project Plan that complies with Rule 62-819.011, F.A.C. FCT will not consider the Project Plan unless it is organized with a table of contents and includes the documents required by Rule 62-819.011. to ensure that the interests of the State of Florida will be protected:

- a. A purchase agreement for acquisition of the Project Site, executed by the owners and the Recipient, based on one or more appraisals prepared consistent with Chapter 62-819, F.A.C.
- b. A letter from the FCT indicating approval of the Management Plan.
- c. A statement of the total Project Costs as defined in Chapter 62-818, F.A.C.
- d. A statement of the amount of the award being requested.
- e. Supporting documentation that any conditions imposed as part of the Grant Agreement have been satisfied.
- f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil, or regulatory violations imposed on the Project Site by any governmental body or agency.
- g. Additional documentation requested by the FCT staff as reasonable assurance that the Recipient will be able to fulfill its obligations under the Grant Agreement, the Declaration of Restrictive Covenants, and Chapter 62-818, F.A.C.

2. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to its submission for approval.

3. Reimbursement for Project Costs will not occur until after FCT approval of the Project Plan.

## VII. REIMBURSEMENT REQUIREMENTS

The following documents must be submitted to FCT in order for FCT to disburse the grant funds:

1. Documents associated with acquisition of the parcel(s):
  - a. A copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between the Recipient and The Trust for Public Land.
  - b. A copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcel(s).
  - c. A copy of the recorded deed(s) conveying title of the parcel(s) to the Recipient.
  - d. A copy of the appraisals of the parcel(s) required by Rule 62-819.007 F.A.C.
  - e. Unless the requirement has been waived, a copy of a Certified Survey(s) of the parcel(s) that meets the requirements of Rule 62-819, F.A.C. and is dated within ninety (90) days of the date the Recipient acquired the parcel(s).
  - f. Copies of all title insurance commitments, including supporting documents, and title insurance policies, including any endorsements, issued in furtherance of the Recipient's acquisition of the parcel(s). Such policies shall meet the requirements of Rule 62-819.005, F.A.C.
  - g. A copy of environmental site assessments (ESA) of the parcel(s) certified to the Recipient, which meets the standards and requirements of American Society for Testing and Materials ("ASTM") Practice E 1527, and with a date of certification within 90 days of the date of acquisition of the parcel(s) by the Recipient, together with the statement required by Rule 62-819.012(4), F.A.C.
2. Upon FCT's approval of the Project Plan and the required reimbursement documents, the Recipient shall submit a completed copy of the FCT Project Reconciliation Statement, **Attachment A**, to the FCT Grant Manager.
3. All invoices for approved Project Costs, with proof of payment, shall be submitted to FCT Grant Manager and be in a detail sufficient for a proper pre-audit and post-audit thereof.
4. Rule 62-818.002(33), F.A.C. states that reasonable real estate fees or commissions that do not exceed \$10,000.00 are eligible Project Costs. To maximize the Florida Forever funds for land acquisition, FCT will closely review each request for real estate fees or commissions to determine if the fee or commission is reasonable. FCT will not reimburse or pay any portion of real estate fees or commissions that FCT determines to be unreasonable. Recipient will be financially responsible for the portion of the real estate fees or commissions not paid by FCT.
5. The Recipient shall provide the appraisal(s) and the remainder of the required

documents to FCT for review by a date not to exceed ninety (90) days after the execution of this Agreement. FCT may review the appraisals and other documentation and, upon approval, FCT will determine the maximum reimbursement amount as provided in Rules 62-818 and 62-819, F.A.C.

#### **VIII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT**

1. Prior to approval of the Project Plan and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Management Plan that complies with Rule 62-818.011, F.A.C. and addresses the criteria and conditions set forth in Articles VIII, IX, X, and XI herein.

2. The Management Plan outlines how the Project Site will be managed to further the purposes of the Project and outlines the terms and conditions of this Agreement. The Management Plan should include the following types of information:

- a. An introduction containing the Project name, location, and other background information.
- b. The Recipient's purpose for acquiring the Project Site and a prioritized list of management objectives.
- c. A discussion of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.
- d. A description of all proposed uses including existing and proposed physical improvements.
- e. A description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.
- f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements, and any natural resource restoration or enhancement areas.
- g. The identification and protection of known cultural or historical resources.
- h. A description of proposed educational displays and programs the Recipient will offer, if applicable.
- i. A description of how the Recipient will coordinate management of the site with other agencies and public lands, if applicable.
- j. A schedule for implementing the development and management activities of the Management Plan.

- k. Cost estimates and funding sources to implement the Management Plan.
- l. Coordination plan to allow for safe public access (except for designated construction zones) to the Project Site. The Recipient is responsible for maintaining the sections of the Project Site that are safe and not under construction open and accessible to the public.

3. If the Recipient is not the proposed managing entity, the Management Plan shall include a signed management agreement between the Recipient and the managing entity providing criteria for site management and identifying the source of management funding. The managing entity must comply with the approved Management Plan. The Recipient is ultimately responsible for overseeing compliance with the Management Plan and the fulfillment of all Management Plan terms and is liable for any violations of the Management Plan.

If the Recipient is a partnership, the Recipient shall also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Management Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipient may be required to provide FCT with Reasonable Assurance, pursuant to Rule 62-818.002(36), F.A.C., that it has the financial resources, background, qualifications, and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one local government, FCT may require the Recipient to do one, or more, of the following: (i) post a performance or other bond in an amount sufficient to ensure that the Project Site is reasonably and professionally managed in perpetuity; (ii) establish an endowment or other fund in an amount sufficient to ensure performance; (iii) provide a guaranty or pledge by the local government having jurisdiction over the Project Site requiring the local government to take over the responsibility for management of the Project Site in the event the Recipient is unable to; (iv) require the local government to be a named co-signer on the Declaration of Restrictive Covenants; or (v) provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

5. The Recipient shall, through its agents and employees, prevent any use of the Project Site that is not in conformity with the FCT-approved Management Plan.

6. As required by Rule 62-818.013, F.A.C., after FCT reimbursement of Project Costs, the Recipient shall prepare and submit to FCT a stewardship report that documents the progress made toward implementing the Management Plan. Initially the Recipient must submit the report annually, but after completion of the Project the Trust may, in its discretion, transfer the report to a five-year review schedule.



## **IX. SPECIAL MANAGEMENT CONDITIONS**

Based on the Management Plan, points awarded in scoring the application, and observations made by FCT staff during the site visit described in Rule 62-818.009, F.A.C., the Recipient is required to provide the following:

1. FCT Sign - The Recipient shall maintain a permanent FCT recognition sign, a minimum of 3' x 4', at the entrance area of the Project Site and visible to the public. The sign shall include the FCT logo and acknowledge that the Project Site was purchased with funds from the Florida Communities Trust Program and the Recipient. The sign should include the date the site was acquired.
2. Recreational Facilities - The Recipient shall provide at least four recreational facilities such as a picnic pavilion, observation deck, playground and trail fitness equipment. The Recipient should endeavor to place facilities and site improvements on previously disturbed areas to the greatest extent possible.
3. Trails - The Recipient shall provide a land-based walking, nature, bike, equestrian, or multi-use trail of at least 1/2 mile on the Project Site. Park benches shall be provided along the trail.
4. Interpretation - The Recipient shall provide interpretive kiosks on the Project Site to educate visitors about the natural environment and the unique history of the area.
5. Education Programs - The Recipient shall provide at least six regularly scheduled environmental or historical education classes or programs per year at the Project Site conducted by trained educators or resource professionals.
6. Listed Species Habitat - The Recipient shall manage the Project Site in a manner that protects that protects habitat recognized as typically suitable for one or more listed animal species.
7. Locally Significant and Strategic Habitat Conservation - The Recipient shall manage the Project Site in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat, including the Locally Significant Natural Areas and Strategic Habitat Conservation Areas found onsite.
8. Vegetative Enhancement - The Recipient shall plant approximately 300 linear feet of disturbed shoreline with native vegetation.
9. Water Quality Facility - The Recipient shall improve the quality of surface waters or address current flooding problems occurring on, adjacent to, or close to the Project Site. The water quality facility shall be designed to have a park-like or natural setting.

10. Coordination - The Recipient shall coordinate management of the Project Site with the adjacent Ocean Hammock Park Walkway.
11. Park Addition - The Recipient shall manage the Project Site as an addition to the Ocean Hammock Park, Phase I, FCT# 08-018-FF8.

**X. "UNIQUE ABILITIES" PROJECT REQUIREMENTS:**

The Recipient's Project has been deemed a "Unique Abilities" Project, pursuant to Section 380.507(2)(h), F.S. (2016) and Recipient shall develop the Project Site in accordance with the narrative provided in the project summary and excellence sections of the FCT grant application. The Project Site must provide accessibility, availability, or adaptability of conservation or recreation lands for individuals with unique abilities. The Recipient, and all of its subcontractors, if any, must ensure that both Florida Building Code Accessibility (<https://codes.iccsafe.org/public/document/toc/305/>) and Americans with Disabilities Act Accessibility ([https://www.ada.gov/regs2010/titleII\\_2010/titleII\\_2010\\_regulations.pdf](https://www.ada.gov/regs2010/titleII_2010/titleII_2010_regulations.pdf)) regulations and requirements are adhered to in the development and completion of this Project.

**XI. DECLARATION OF RESTRICTIVE COVENANTS  
REQUIREMENTS IMPOSED BY CHAPTERS 259 AND 380, PART III, F.S.**

1. Each parcel in the Project Site shall be subject to a Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, F.S.; Section 11(e), Article VII of the Florida Constitution; and any provision of the Internal Revenue Code or the regulations promulgated thereunder. *The Declaration of Restrictive Covenants shall contain clauses providing for the conveyance of title to the Project Site, as applicable, to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon failure to comply with any of the covenants and restrictions, as further described below.*

2. The Declaration of Restrictive Covenants shall also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Declaration of Restrictive Covenants shall be executed by FCT and the Recipient at the time of grant disbursement and shall be recorded by the Recipient in the county(s) in which the Project Site is located.

3. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail, or registered expedited service. The Recipient shall diligently proceed to cure the violation and shall complete the cure within thirty (30) days after receipt of notice of the violation. If the problem cannot reasonably be cured within the specified thirty (30) days, the Recipient shall submit a written request to FCT for an extension. The request shall include the status of the current activity, the reasons for the delay, and a time frame for the completion of the cure. FCT shall respond within thirty (30) days of receiving the request, and approval of the request shall not be

unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. If the Recipient can demonstrate extenuating circumstances that justify a greater extension of time to complete the activities, FCT will consider the request. If the Recipient fails to correct the violation within either (a) the initial thirty (30) days or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees. FCT shall treat such property in accordance with Section 380.508(4), F.S.

## **XII. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING**

1. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees.

3. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

## **XIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF STATE FUNDS**

1. FCT is authorized by Section 380.510, F.S. to impose conditions for funding on the Recipient in order to ensure that the Project complies with the requirements under law.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed on a temporary basis with FCT written approval up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

- a. Any sale or lease of any interest in the Project Site to a non-governmental person or organization.
- b. The operation of any concession on the Project Site by a non-governmental person or organization.
- c. Any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization.
- d. Any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the public.



- e. A management contract for the Project Site with a non-governmental person or organization.
- f. Other activity that may be specified from time to time in writing by FCT to the Recipient.
- g. Any activities that violate the Federal Private Activity regulations of the Internal Revenue Service.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, **the Recipient shall provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days** in advance of any such transactions, events, or circumstances, and shall provide to FCT such information as FCT reasonably requests to allow FCT to evaluate whether the activity would cause adverse tax consequences and should therefore be limited or eliminated.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON-GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE IN NO WAY RELIEVES THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED ON THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

#### **XIV. RECORDKEEPING; AUDIT REQUIREMENTS**

1. The Recipient shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.). The Department, the State or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Recipient shall require each subcontractor to maintain and allow access to such records for audit purposes.

- a. The Recipient understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Recipient will comply with this duty and ensure that any subcontracts issued under this Grant impose this written requirement on its subcontractors.

- b. In addition to the requirements of the preceding paragraph, the Recipient shall comply with the applicable provisions contained in **Attachment B, Special Audit Requirements. Exhibit 1** to **Attachment B** summarizes the funding sources supporting the Agreement for purposes of assisting the Recipient in complying with the requirements of **Attachment B**. A revised copy of **Exhibit 1** must be provided to the Recipient for each amendment that authorizes a funding increase or decrease. If the Recipient fails to receive a revised copy of **Exhibit 1**, the Recipient shall notify the key contact with FCT to request a copy of the updated information.
- c. The Recipient is hereby advised that the Federal and/or Florida Single Audit Act Requirements may apply to lower tier transactions resulting from this Agreement. The Recipient shall consider the type of financial assistance (federal and/or state) identified in **Attachment B, Exhibit 1** when making this determination. For federal financial assistance, the Recipient shall utilize the guidance provided under 2 CFR § 200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Recipient shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Recipient should confer with its chief financial officer, audit director, or contact the Department for assistance with questions pertaining to the applicability of these requirements.

#### **XV. DEFAULT; REMEDIES; TERMINATION**

- 1. If the necessary funds are not available to fund this Agreement because of action by the Florida Legislature or the Office of the State Chief Financial Officer, or if any Defaults occur, as described below, all obligations on the part of FCT to make any further payment of funds hereunder shall terminate and FCT may exercise any of the remedies set forth herein. If FCT makes any payments or parts of payments after an Event of Default, such payment will not waive FCT's right to exercise such remedies, and will not obligate FCT to make any further payments.
- 2. The following constitute a Default:
  - a. If FCT finds that any warranty or representation made by the Recipient in this Agreement, any previous agreement with FCT, or in any document provided to FCT is false or misleading in any respect.



- b. If the Recipient fails to perform any of the terms or covenants contained in this Agreement or any previous agreement with FCT and has not cured such failure in timely fashion, or is unable or unwilling to meet its obligations hereunder; or
- c. If any material adverse change in the Recipient's financial condition occurs during the term of this Agreement and the Recipient fails to cure the material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT; or
- d. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete, or insufficient information; or
- e. If the Recipient fails to perform any of its obligations under this Agreement in a timely fashion; or
- f. If the Recipient fails to comply with Project deadlines set forth in the approved Management Plan; or
- g. If the Recipient fails to keep the Project Site open to the public.

3. Upon the happening of a Default, FCT may, after giving thirty (30) calendar days' notice, exercise any one or more of the following remedies, either concurrently or consecutively. The pursuit of any one of the following remedies shall not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

- a. Terminate this Agreement, provided the Recipient is given at least thirty (30) calendar days' prior written notice of such termination. The notice shall be effective upon the date of the letter. Notification shall be given pursuant to Section V.
- b. Commence an appropriate legal or equitable action to enforce performance of this Agreement.
- c. Withhold or suspend payment of all or any part of the FCT Award.
- d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected.
- e. Exercise any other rights or remedies that are otherwise available under law, including, those described in paragraph IX.3.

4. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause shall include, but is not limited to: default; fraud; lack of compliance with applicable rules, laws, and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended.

5. FCT may terminate this Agreement if it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds.

6. The Recipient may request termination of this Agreement before its Expiration Date by a written request fully describing the circumstances that compel the Recipient to terminate the Project. A request for termination shall be provided to FCT in a manner described in paragraph V.1.

#### **XVI. PUBLIC RECORDS ACCESS:**

1. Recipient shall comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Recipient shall keep and maintain public records required by the Department to perform the services under this Agreement.
2. This Agreement may be unilaterally canceled by the Department for refusal by the Recipient to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Recipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.
3. If Recipient meets the definition of "Contractor" found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - a. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Recipient of the request, and the Recipient must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Recipient fails to provide the public records to the Department within a reasonable time, the Recipient may be subject to penalties under Section 119.10, F.S.
  - b. Upon request from the Department's custodian of public records, Recipient shall provide the Department with a copy of the requested records or allow



the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

- c. Recipient shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the Department.
- d. Upon completion of the Agreement, Recipient shall transfer, at no cost to Department, all public records in possession of Recipient or keep and maintain public records required by the Department to perform the services under this Agreement. If the Recipient transfers all public records to the Department upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Department.

**D. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [ombudsman@dep.state.fl.us](mailto:ombudsman@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, Mail Slot 49  
Tallahassee, FL 32399**

#### **XVII. LEGAL AUTHORIZATION**

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement. The

Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

#### **XVIII. STANDARD CONDITIONS**

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

3. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

4. In accordance with Section 216.347, F.S., the Recipient is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

5. The employment of unauthorized aliens by any recipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Recipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

6. The Recipient shall comply with all applicable federal, state, and local rules and regulations in providing services to the Department under this Agreement. The Recipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. The Recipient further agrees to include this provision in all subcontracts issued pursuant to this Agreement.



7. The Recipient shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments, or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss of damage to any property resulting from the use, service, operation or performance of work under the terms of this Agreement, resulting from the negligent acts of the Recipient, their subcontractor, or any of the employees, agents, or representatives of the Recipient or subcontractor to the extent allowed by law.

8. To the extent required by law, the Recipient will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is subcontracted, the Recipient shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Recipient shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

- a. Recipient's chief financial officer ("CFO") must provide self-insurance documentation to FCT prior to execution of this Agreement and upon any subsequent changes relating to the terms or insurance carrier.

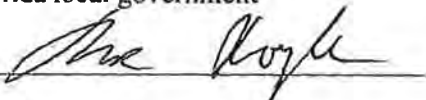
9. The Recipient, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

10. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .pdf format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .pdf signature page were an original.

11. This Agreement embodies the entire agreement between the Parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

RECIPIENT: CITY OF SAINT  
AUGUSTINE BEACH,  
a Florida local government

By: 

Print Name: Max Boyle

Title: City Manager

Date: 11/20/2017

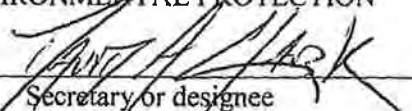
Approved as to Form and Legality:

By: 

Print Name: James P. Wilson

Date: 11/20/2017

FLORIDA COMMUNITIES TRUST,  
STATE OF FLORIDA, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By:   
Secretary or designee

Print Name: David A. Clark

Title: Deputy Secretary

Date: 12/15/17

Approved as to Form and Legality:

By: 

Print Name: Lois LaSaur

Date: 12-11-2017

**List of attachments/exhibits included as part of this Agreement:**

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	FCT Project Reconciliation Statement (2 pages)
Attachment	B	Special Audit Requirements (5 Pages)

## ATTACHMENT B

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)



## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**EXHIBIT - I**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>				
State Program Number	Funding Source	State Fiscal Year	CSFA Number or Funding Source Description	State Appropriation Category
3710	Florida Forever Trust Fund	2017	37.078 Florida Communities Trust (Florida Forever Funded Grant Program)	084112

<b>Total Award</b>			<b>\$1,500,000.00</b>
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

Recipient Name (Agency):	The City of St. Augustine Beach
Project Name:	Ocean Hammock Park
FCT Project :	16-014-UA17
Date:	

### TOTAL PROJECT COSTS

<b>Total Project Costs</b>	<b>\$</b>	<b>-</b>
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### FCT Award Computation

**Recipient Local Match Amount**

<b>Total Project Costs</b>	<b>\$</b>	<b>-</b>
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## FLORIDA COMMUNITIES TRUST

**FCT Amount Due at Closing**

**Total Amount Due from FCT** **\$**

**Recipient Prepaid Costs**

Land Purchase Price	\$	-
Survey	\$	-
Title Insurance	\$	-
Appraisals	\$	-
Environmental Site Assessment	\$	-
<b>Total Prepaid Costs</b>	<b>\$</b>	<b>-</b>

**Recipient Amount Due**

Share of Total Project Costs	\$	-
Less Prepays	\$	-
<b>Total Amount Due to County</b>		<b>\$ -</b>

**Recipient Additional Costs**

Record Grant Award Agreement	\$	-
<b>Total Additional Costs</b>	<b>\$</b>	<b>-</b>

**Notes:**

- (1) Pursuant to memorandum from \_\_\_\_\_ to \_\_\_\_\_ dated \_\_\_\_\_, the maximum reimbursement amount is \$ \_\_\_\_\_. The recipient acquired the property on \_\_\_\_\_, at a purchase price of \$ \_\_\_\_\_. The FCT reimbursement is based on the maximum reimbursement amount, which may be less than the purchase price paid by the Recipient.
- (2) Amount includes costs for title insurance, title examination, title search and closing fees.
- (3) Pursuant to the terms of the Grant Agreement, the amount of the grant shall not exceed the lesser of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the total project cost.
- (4) Disbursed to the Clerk of the Court, \_\_\_\_\_ County, at time of reimbursement from FCT.

**RECIPIENT****FLORIDA COMMUNITIES TRUST  
STATE OF FLORIDA, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



## ATTACHMENT B

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000



Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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# **EXHIBIT - 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>					
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
3710	Florida Forever Trust Fund	2017	37,078	Florida Communities Trust (Florida Forever Funded Grant Program)	084112
Total Award				\$1,500,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

NOV 20 2008

FCT Contract Number 10-CT-D1-08-F8-A1-018  
FLORIDA COMMUNITIES TRUST  
08-018-FF8  
OCEAN HAMMOCK PARK  
CSFA # 52002

**GRANT CONTRACT**

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the State of Florida Department of Community Affairs, and the CITY OF ST. AUGUSTINE BEACH, a political subdivision of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule 9K-7, Florida Administrative Code ("F.A.C.") sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 9K-8, F.A.C. sets forth the acquisition procedures;

WHEREAS, on September 4, 2008 the FCT Governing Board scored, ranked and selected projects to receive approval for funding;

08-018-FF8  
Oct. 1, 2009  
Reimbursement



WHEREAS, the Recipient's project, described in an application submitted for evaluation, was selected for funding in accordance with Rule 9K-7, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application;

WHEREAS, Rule 9K-7.009, F.A.C. authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, Rule 9K-7.003(8) F.A.C., recognizes real property owned by the Recipient and included in the application as part of the Project Site as an eligible source of Match, provided that the real property is acquired by the Recipient within 24 months after the application deadline for which the application was made. The date of this application deadline was May 7, 2008;

WHEREAS, the Recipient <sup>has acquired</sup> ~~will acquire~~ fee simple title to the entire Project Site <sup>on</sup> ~~prior to~~ July 15, 2009. (Insert date[s]) from \_\_\_\_\_ (Insert name[s]);

WHEREAS, the Recipient will request disbursement of FCT Florida Forever Bond proceeds, subsequent to acquiring the Project Site, for the reimbursement of Project Costs expended by the Recipient for the acquisition of the Project Site; and

WHEREAS, the purpose of this Agreement is to set forth the conditions that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to reimbursing the Recipient for Project Costs.

NOW THEREFORE, FCT and the Recipient mutually agree as follows:

#### I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon the Recipient's project being selected for funding and shall end **JULY 1, 2010** ("Expiration Date"), unless extended as set forth below or unless terminated earlier in accordance with the provisions of Article XIII of this Agreement.

2. FCT may extend this Agreement beyond the Expiration Date if the Recipient demonstrates that significant progress is being made toward Project Plan approval or that extenuating circumstances warrant an extension of time. A request for an extension shall fully explain the reason for the delay and why the extension is necessary and shall be provided to FCT in accordance with paragraph V.1. prior to the Expiration Date. If the Recipient does not request an extension, or if a requested extension is not granted by FCT, the Recipient's award shall be rescinded and this Agreement shall terminate.

## **II. MODIFICATION OF AGREEMENT**

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

## **III. DEADLINES**

1. At least two original copies of this Agreement shall be executed by the Recipient and returned to the FCT office at 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100, as soon as possible and before **November 1, 2009**. If the Recipient requires more than one original document, the Recipient shall photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT shall execute the Agreements, retain one original copy and return all other copies that have been executed to the Recipient.

2. The Recipient and its representatives shall know of and adhere to all project deadlines and devise a method of monitoring the project. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, shall be strictly enforced. Failure to adhere to deadlines may result in delays in the project, allocation of time or resources to other recipients that respond timely or the termination of this Agreement by FCT.

3. The Recipient shall submit the documentation required by this Agreement to FCT as soon as possible so that the Project Costs may be reimbursed in an expeditious manner.

4. The Recipient shall provide a monthly status report to FCT of its progress towards reimbursement of the Project Costs.

5. The Recipient shall provide the appraisal(s) required by 9K-8.007, F.A.C. to FCT for review by a date not to exceed ninety (90) days after the Recipient's project is selected for funding. The appraisals shall be reviewed and, upon approval, the Maximum Approved Purchase Price ("MAPP"), as provided in Rule 9K-8.007(5) and (6), F.A.C., shall be determined.

## **IV. FUNDING PROVISIONS**

1. The FCT Florida Forever award granted to the Recipient ("FCT Award") will in no event exceed the lesser of One Hundred Percent (100%) of the final Project Costs, as defined in Rule 9K-7.002(32), F.A.C., or Five Million Three Hundred Thousand Dollars And Zero Cents (\$5,300,000.00), unless FCT approves a different amount after determination of the MAPP, which shall be reflected in an addendum to this Agreement.

The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 9K-7.003(6), F.A.C. and advertised in the

08-018-FF8

Oct. 1, 2009

Reimbursement

Notice of Application. When disbursing the FCT Award, FCT shall recognize only those Project Costs consistent with the definition in Rule 9K-7.002(32), F.A.C. FCT shall participate in the land cost at either the actual purchase price or the MAPP, whichever is less, multiplied by the percent stated in the above paragraph.

2. The FCT Governing Board selected the Recipient's application for funding in order to acquire the entire Project Site identified in the application. FCT reserves the right to withdraw or adjust the FCT Award if the acreage that comprises the Project Site is reduced or the project design is changed so that the objectives of the acquisition cannot be achieved. FCT shall consider any request for Project Site boundary modification in accordance with the procedures set forth in Rule 9K-7.010, F.A.C.

If the Project Site is comprised of multiple parcels and multiple owners, an Acquisition Plan, as defined in 9K-7.002(2), F.A.C., was required in the application. FCT reserves the right to withdraw or adjust the FCT Award if the priority parcel(s) or a significant portion of the Project Site identified in the Acquisition Plan cannot be acquired.

3. The FCT Award shall be delivered either in the form of Project Costs prepaid by FCT to vendors or in the form of a State of Florida warrant to the Recipient. The FCT Award shall only be delivered after FCT approval of the Project Plan and Project Site acquisition terms. FCT shall prepare a grant reconciliation statement prior to the reimbursement that evidences the amount of Match provided by the Recipient, if any is required, and the amount of the FCT Award. Funds expended by FCT for Project Costs shall be recognized as part of the FCT Award on the grant reconciliation statement.

4. If a Match is required, it shall be delivered in an approved form as provided in Rule 9K-7.002(24), F.A.C. If the value of Pre-acquired land, as defined by Rule 9K-7.002(31), F.A.C., or donated land is the source of the Match, the MAPP shall determine the value of the Match. Funds expended by the Recipient for Project Costs shall be recognized as part of the Match on the grant reconciliation statement.

5. By executing this Agreement, the Recipient affirms that it is ready, willing and able to provide a Match, if any is required.

6. If the Recipient is the local government having jurisdiction over the Project Site, and an action by the Recipient subsequent to the FCT Governing Board selection meeting results in a governmentally derived higher Project Site land value due to an enhanced highest and best use, this Agreement shall be terminated unless the Recipient agrees that the appraisal(s) will be based on the highest and best use of the Project Site on or before the FCT Governing Board selection meeting.

7. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and is subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

08-018-FF8  
Oct. 1, 2009  
Reimbursement



## V. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to:

Florida Communities Trust  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100

2. All contact and correspondence from FCT to the Recipient shall be through the key contact. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the project:

Name: Max Royle  
Title: City Manager  
Address: 2200 AlA South  
St. Augustine Beach, FL 32080  
Phone: (904) 471-2122 Fax: (904) 471-4108  
E-mail: mroyle@cityofsab.org

3. The Recipient authorizes the administrator, employee, officer or representative named in this paragraph to execute all documents in connection with this project on behalf of the Recipient, including, but not limited to, the Grant Contract or any addenda thereto, grant reconciliation statement, statements submitted as a part of the Project Plan and Declaration of Restrictive Covenants.

Name: Max Royle  
Title: City Manager  
Address: 2200 AlA South  
St. Augustine Beach, FL 32080  
Phone: (904) 471-2122 Fax: (904) 471-4108  
Email: mroyle@cityofsab.org

4. In the event that different representatives or addresses are designated for either paragraph 2. or 3. above after execution of this Agreement, notice of the changes shall be rendered to FCT as provided in paragraph 1. above.

5 The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is 59-0560946

## **VI. PROJECT PLAN APPROVAL; PRE-CLOSING REQUIREMENTS**

1. Prior to the final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Project Plan that complies with Rule 9K-8.011, F.A.C. The Project Plan shall not be considered by FCT unless it is organized with a table of contents and includes all of the following documents to ensure that the interest of the State of Florida will be protected:

- a Closing documents associated with the parcel(s):
  - (1) A copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between Recipient and \_\_\_\_\_ (Insert name[s] of Seller[s]).
  - (2) A copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcel(s).
  - (3) A copy of the recorded deed(s) evidencing conveyance of title to the parcel(s) to the Recipient.
  - (4) Certified survey(s) of the parcel(s) that meets the requirements of Rule 9K-8.006, F.A.C., and is dated within ninety (90) days of the date of acquisition of the parcel(s) by Recipient.
  - (5) A copy of the title insurance policy(s) evidencing marketable title in Recipient to the parcel(s) and effective the date of acquisition of the parcel(s) by the Recipient, including a statement from the title insurer as to the minimum promulgated rate if premium was paid by Recipient, and all documents referenced in the title policy(s).
  - (6) Environmental site assessment(s) of the parcel(s) certified to the Recipient, which meets the standards and requirements of ASTM Practice E 1527, and with a date of certification within ninety (90) days of the date of acquisition of the parcel(s) by Recipient, together with the statement required by Rule 9K-8.012(4), F.A.C.

- b. A letter from FCT indicating approval of the Management Plan written in accordance with Rule 9K-7.011, F.A.C. and as described in Article VII below.
- c. A statement of the Project Costs.
- d. A statement of the amount of the award being requested from FCT.
- e. Supporting documentation that the conditions imposed as part of this Agreement have been satisfied.
- f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.
- g. A signed statement by the Recipient that all activities under this Agreement comply will all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.
- h. Additional documentation as may be requested by FCT to provide Reasonable Assurance, as set forth in paragraph VII.4. below.

2. FCT shall approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), Fla. Stat. Such approval is deemed given when FCT approves the Project Plan containing a copy of the document(s) vesting title to the Project Site in the Recipient.

3. All real property shall be obtained through a **Voluntarily-Negotiated Transaction**, as defined in Rule 9K-7.002(46). The use of or threat of condemnation is not considered a **Voluntarily-Negotiated Transaction**.

4. All invoices for Project Costs, with proof of payment, shall be submitted to FCT and be in a detail sufficient for a proper audit thereof.

5. Rule 9K-7.002(32) states that "reasonable real estate fees or commissions paid by the Recipient for Acquisition" are eligible Project Costs. In an effort to maximize the Florida Forever funds for land acquisition, FCT will conservatively review each request for real estate fees or commissions with close scrutiny to determine if the fee or commission is reasonable. FCT will not reimburse the portion of real estate fees or commissions that are determined by FCT to be unreasonable. Recipient will be financially responsible for the portion of the real estate fee or commission not reimbursed by FCT.

6. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to its submission for approval.

08-018-FF8  
Oct. 1, 2009  
Reimbursement



7. Reimbursement for Project Costs shall not occur until after FCT approval of the Project Plan.

## **VII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT**

1. Prior to approval of the Project Plan and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Management Plan that complies with Rule 9K-7.011, F.A.C. and addresses the criteria and conditions set forth in Articles VII, VIII, IX, X, and XI herein.

2. The Management Plan explains how the Project Site will be managed to further the purposes of the project and meet the terms and conditions of this Agreement. The Management Plan shall include the following:

- a. An introduction containing the project name, location and other background information relevant to management.
- b. The stated purpose for acquiring the Project Site as proposed in the application and a prioritized list of management objectives.
- c. The identification of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.
- d. A detailed description of all proposed uses including existing and proposed physical improvements and the impact on natural resources.
- e. A detailed description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.
- f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements and any natural resource restoration or enhancement areas.
- g. The identification and protection of known cultural or historical resources and a commitment to conduct surveys prior to any ground disturbing activity, if applicable.
- h. A description of proposed educational displays and programs to be offered, if applicable.
- i. A description of how the management will be coordinated with other agencies and public lands, if applicable.

- j. A schedule for implementing the development and management activities of the Management Plan.
- k. Cost estimates and funding sources to implement the Management Plan.

3. If the Recipient is not the proposed managing entity, the Management Plan shall include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project and the identification of the source of funding for management.

In the event that the Recipient is a partnership, the Recipient shall also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, Fla. Stat., the Recipient(s) shall be required to provide FCT with Reasonable Assurance, pursuant to Rule 9K-7.002(35), F.A.C., that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one Local Government, FCT may require the Recipient to do one, or more, of the following: post a performance or other bond in an amount sufficient to ensure that the Project Site shall be reasonably and professionally managed in perpetuity; establish an endowment or other fund in an amount sufficient to ensure performance; provide a guaranty or pledge by the Local Government, in whose jurisdiction the Project Site is located, which shall require the Local Government to take over the responsibility for management of the Project Site in the event the Recipient is unable to, and may require the Local Government to be a named co-signer on the Declaration of Restrictive Covenants; or provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

5. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

6. All buildings, structures, improvements and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

#### **VIII. SPECIAL MANAGEMENT CONDITIONS**

In addition to the Management Plan conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the Project Site and result from either commitments made in the application that received scoring points or observations made by FCT staff during the site visit described in Rule 9K-7.009, F.A.C.:

1. The future land use and zoning designations of the project site shall be changed to conservation, outdoor recreation, open space, or other similar category.
2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program.
3. At least four recreational facilities such as a wildlife observation deck, horseshoe pits and picnic pavilions shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.
4. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.
5. A sidewalk connection shall be provided that provides a safe pedestrian sidewalk connection between the project site and the sidewalk network in the adjacent neighborhood.
6. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.
7. The project shall provide an access facility to the beach, such as a dune walkover.
8. Interpretive signs or kiosks shall be provided on the project site to educate visitors about the natural environment or history of the area.
9. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.
10. A staffed nature center and museum shall be developed on the project site to provide year round education classes or programs.

08-018-FF8  
Oct. 1, 2009  
Reimbursement



11. The natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

12. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

13. A significant portion of the wetland area on the project site shall be planted with native vegetation.

14. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.

15. A feral animal removal program shall be developed and implemented for the project site.

16. Any proposed stormwater facility for the project site shall be designed to provide recreation open space or wildlife habitat.

17. The current flooding problems shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the St. Johns River Water Management District.

18. An archaeological survey shall be performed for any area within the project site proposed for development prior to the commencement of proposed development activities in that area. All planned activities involving known archaeological sites or identified site areas shall be closely coordinated with the Department of State, Division of Historical Resources in order to prevent the disturbance of significant sites. A protection plan shall be developed and implemented in conjunction with the Division of Historical Resources for the protection of known historic sites located on the project site.

19. Management of the project site shall be coordinated with management of the adjacent city park.

20. A nature trail of at least ¼ mile shall be provided on the project site.

21. The development and management of the project site shall enhance the designated Florida Circumnavigational Saltwater Trail alternate Atlantic Coast route by providing a paddling trail sign, canoe/kayak launch, and restrooms.

**IX. DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS  
IMPOSED BY CHAPTER 259 AND CHAPTER 380, PART III, FLA. STAT.**

1. Each parcel in the Project Site to which the Recipient acquires title shall be subject to a Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, Fla. Stat.; Section 11(e), Article VII of the Florida Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds. The Declaration of Restrictive Covenants shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees"), or a nonprofit environmental organization or government entity, upon failure to comply with any of the covenants and restrictions, as further described in paragraph 3. below.

2. The Declaration of Restrictive Covenants shall also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Declaration of Restrictive Covenants shall be executed by FCT and the Recipient at the time of reimbursement of Project Costs and shall be recorded by the Recipient in the county(s) in which the Project Site is located.

3. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

## **X. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING**

1. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

3. Following the reimbursement of Project Costs, the Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the reimbursement of Project Costs.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

5. The Project Site shall permanently contain one sign, provided by FCT, recognizing FCT's role in the acquisition of the Project Site. The cost of shipping the sign shall be deducted from the FCT Award, as reflected on the grant reconciliation statement. For a Project Site where the FCT Award is divided into more than one closing, the cost of the sign shall be deducted from the grant reconciliation statement containing the first parcel to close. The sign shall be displayed at the Project Site within ninety (90) days of the final disbursement of the FCT award. A photograph of the sign installed at the Project Site shall be provided to FCT within the same ninety (90) day timeframe.

## **XI. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS**

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable

08-018-FF8  
Oct. 1, 2009  
Reimbursement



activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

- a. any sale or lease of any interest in the Project Site to a non-governmental person or organization;
- b. the operation of any concession on the Project Site by a non-governmental person or organization;
- c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;
- d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;
- e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;
- f. a management contract for the Project Site with a non-governmental person or organization; or
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

**DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE**

**08-018-FF8  
Oct. 1, 2009  
Reimbursement**

THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

## **XII. RECORDKEEPING; AUDIT REQUIREMENTS**

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapters 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

Per Department of Financial Services Rule 69I-5.004(2)(a), Florida Administrative Code, the determination of when State financial assistance is expended should be based on when the activity occurs (the activity pertains to events that require the nonstate entity to comply with contracts or agreements, such as expenditure transactions associated with grants.) Additional prior fiscal year expenditures of State financial assistance should be added to total expenditures of State financial assistance previously reported for the prior fiscal year to determine if the threshold was exceeded. If so, the nonstate entity should take appropriate action to provide for an audit for the prior fiscal year in accordance with the Florida Single Audit Act. Therefore, it may be necessary for the Recipient to amend prior fiscal year audits to account for receiving the FCT grant funds because the determining factor of when the expenditure must be accounted for is when the expenditure is made, not the signing of this agreement.

3. If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is

08-018-FF8  
Oct. 1, 2009  
Reimbursement

not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):

Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

and

Florida Communities Trust  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:

Auditor General's Office  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five (5) years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97,



Fla.Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

### **XIII. DEFAULT; REMEDIES; TERMINATION**

1. If the necessary funds are not available to fund this Agreement as a result of action by the Florida Legislature or the Office of the Comptroller, or if any of the events below occur ("Events of Default"), all obligations on the part of FCT to make any further payment of funds hereunder shall, if FCT so elects, terminate and FCT may, at its option, exercise any of its remedies set forth herein, but FCT may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment. The following constitute Events of Default:

- a. If any warranty or representation made by the Recipient in this Agreement, any previous agreement with FCT or in any document provided to FCT shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with FCT and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
- b. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with FCT, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT;
- c. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete or insufficient information; or
- d. If the Recipient fails to perform and complete in timely fashion any of its obligations under this Agreement.

2. Upon the happening of an Event of Default, FCT may, at its option, upon thirty (30) calendar days from the date written notice is sent to the Recipient by FCT and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

- a. Terminate this Agreement, provided the Recipient is given at least thirty

(30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph V.2. herein;

- b. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of the FCT Award;
- d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; or
- e. Exercise any other rights or remedies which may be otherwise available under law, including, but not limited to, those described in paragraph IX.3.

3. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause shall include, but is not limited to: fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla.Stat., as amended. Appraisals, and any other reports relating to value, offers and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), Fla. Stat. until a Purchase Agreement is executed by the Owner(s) and Recipient and conditionally accepted by the Trust, or if no Purchase Agreement is executed, then as provided for in Sections 125.355(1)(a) and 166.045(1)(a), Fla. Stat.

4. FCT may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds by providing the Recipient with thirty (30) calendar days prior written notice.

5. The Recipient may request termination of this Agreement before its Expiration Date by a written request fully describing the circumstances that compel the Recipient to terminate the project. A request for termination shall be provided to FCT in a manner described in paragraph V.1.

#### **XIV. LEGAL AUTHORIZATION**

1. The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its

08-018-FFB  
Oct. 1, 2009  
Reimbursement

governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

#### **XV. STANDARD CONDITIONS**

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to FCT under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement embodies the entire agreement between the parties.

08-018-FF8  
Oct. 1, 2009  
Reimbursement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF ST. AUGUSTINE BEACH

By: [Signature]

Print Name: Frank Charles

Title: Mayor

Date: Oct. 8, 2009

Approved as to Form and Legality:

By: [Signature]

Print Name: DOUGLAS M. BURNETT

FLORIDA COMMUNITIES TRUST

By: [Signature]

Ken Reecy

Community Program Manager

Date: 11-16-09

Approved as to Form and Legality:

By: [Signature]

Kristen L. Coons, Trust Counsel

08-018-FF8  
Oct. 1, 2009  
Reimbursement



## Miscellaneous

### DEPARTMENT OF ENVIRONMENTAL PROTECTION

#### NOTICE OF PROJECT APPROVAL AND FUNDING

The Florida Communities Trust (Trust) has approved funding applications submitted under the Florida Communities Trust, Florida Forever Program, Unique Abilities UA17 funding cycle. On February 8, 2017, the Governing Board of the Florida Communities Trust (Governing Board) met, scored, ranked, and selected applications for funding according to the criteria and procedures set forth in Rule 62-818, Florida Administrative Code (F.A.C.). After staff conducted site visits as required by Rule 62-818.009, F.A.C., the Governing Board met on April 27, 2017, and approved the final ranking list. In accordance with Rule 62-818.009, F.A.C., the projects listed below as "approved" have received final approval for funding. The approval is subject to appeal and may change following the appeals process. If any Applicant files an appeal and the result of the appeal process changes the ranking of the funded applications, the Governing Board will issue another notice.

The Governing Board approved certain additional applications for funding contingent upon funds becoming available either through other projects terminating, or projects closing under budget. If funding becomes available, these projects will be funded in the order in which they are currently ranked.

The following projects were approved for funding with funds currently available:

<u>APPROVED</u>			
Project Number	Project Name	Applicant(s)	FCT Grant Award
16-012-UA17	Myers Stickel Property	St. Lucie County	\$228,766.14
16-016-UA17	Upper Santa Fe River Corridor	Alachua Conservation Trust, Inc.	\$1,010,000.00
16-007-UA17	Losner Park	City of Homestead	\$528,759.30
16-013-UA17	Cypress Creek Preserve	St. Lucie County	\$1,684,410.77
16-008-UA17	Round Lake Park Addition	City of Oviedo	\$51,091.34
16-014-UA17	Ocean Hammock Park Phase II	City of St. Augustine Beach	\$1,500,000.00
16-011-UA17	Downtown Play Park	City of Oakland Park	\$400,000.00
16-005-UA17	West Lake Wetlands	City of Clermont	\$165,000.00
16-015-UA17	City Center Barrier Free Park	City of Freeport	\$614,000.00
16-010-UA17	School Board Property	City of Sanford	\$400,000.00
16-006-UA17	Hampton Lane	Village of Key Biscayne	\$836,000.00
16-009-UA17	Stribling Way Property	Village of Wellington	\$315,000.00

The following projects were approved for funding but sufficient funds are not currently available to fund these projects. Should funds become available, these projects may receive funding in the order of their ranking.

<u>APPROVED SUBJECT TO FUNDING</u>			
Project No.	Project Name	Applicant	Amount
16-002-UA17	Ludlam Trail Land Acquisition	City of Miami	\$3,404,000.00
16-001-UA17	Ludlam Trail Section 2 Segment B	Miami-Dade County	\$1,500,000.00
16-017-UA17	Waccasassa Basin Preservation Project	Levy County	\$1,500,000.00
16-004-UA17	Hammock Park Expansion	City of Dunedin	\$682,632.50
16-003-UA17	Lancaster Ranch Park Expansion	City of Kissimmee	\$3,787,500.00

<u>INELIGIBLE</u>			
16-018-UA17	City of New Port Richey Grey Preserve Expansion	City of New Port Richey	\$1,620,000.00

#### NOTICE OF ADMINISTRATIVE HEARING RIGHTS

Any person with substantial interests that are or may be determined by the approval of funds for projects by the Trust has a right to an informal administrative proceeding pursuant to Section 120.57(2), Florida Statutes (F.S.), if the person does not dispute issues of material fact raised by this decision. If an informal proceeding is held, the petitioner will have the opportunity to be represented by counsel, to present to the agency written or oral evidence in opposition to the Trust action, or to present a written statement challenging the legal grounds upon which the Trust is justifying its actions.

Alternatively, any person with substantial interests that are or may be determined by the approval of funds for projects by the Trust has a right to a formal administrative hearing pursuant to Section 120.57(1), F.S., if the person disputes any issues of material fact stated in this decision. At a formal hearing the petitioner may be represented by counsel, and will have the opportunity to present evidence and argument on all the issues involved, to conduct cross-examination and submit rebuttal evidence, to submit proposed findings of fact and orders, and to file exceptions to any order or hearing officer's recommended order.

If a person with a substantial interest desires either an informal proceeding or a formal hearing, the person must file with the Trust Clerk a written response or pleading entitled "Petition for Administrative Proceedings" within 21 calendar days of the publication date of this notice of final agency action. The petition must be in the form required by Rule 28-106.201, F.A.C. A petition is filed when it is received by the: Trust Clerk, Florida Department of Environmental Protection, Office of General Counsel, 3900 Commonwealth Blvd., Tallahassee, FL 32399-3000. A petition must specifically request an informal proceeding or a formal hearing, it must admit or deny each material fact contained in this decision, and it must state any defenses upon which the petitioner relies. If the petitioner lacks knowledge of a particular allegation of fact, it must so state and that statement will operate as a denial.

Any person with substantial interests that are or may be determined by the approval of funds for projects by the Trust waives the right to an informal proceeding or a formal hearing if a Petition for Administrative Proceeding is not filed with the Trust Clerk within 21 days of the date of publication of the notice of final agency action.

Public Records of St. Johns County, FL Clerk # 2006063402, O.R. 2769 PG 725,  
08/23/2006 at 01:25 PM REC. \$61.00 SUR. \$68.00 Doc. D \$.70

## Appendix J

Prepared by:  
J. Lindsay Builder, Jr., Esq.  
Graham, Builder, Jones, Pratt & Marks, LLP  
369 N. New York Avenue, Third Floor  
Winter Park, Florida 32789  
P.O. Drawer 1690, Winter Park, FL 32790-1690

Return recorded original to:  
St. Johns River Water Management District  
Office of General Counsel  
4049 Reid Street/Highway 100 West  
Palatka, FL 32177-2529

### CONSERVATION EASEMENT

**THIS CONSERVATION EASEMENT** is made this 23 day of August, 2006, by **ST. AUGUSTINE DEVELOPMENT ASSOCIATES, L.L.C.**, having an address at P.O. Box 2196, Windermere, Florida 34786 (the "Grantor"), in favor of the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, having a mailing address at 4049 Reid Street/Highway 100 West, Palatka, Florida 32177 (the "Grantee"). The Grantor and the Grantee may be referred to in this Conservation Easement individually as a "Party" or collectively as the "Parties."

#### Witnesseth:

A. The Grantor solely owns in fee simple certain real property in St. Johns County, Florida, more particularly described in Exhibit A attached to and made a part of this Easement by this reference (the "Property").

B. The Grantor grants this easement as a condition of Permit 4-109-101495-1 issued by the Grantee solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions.

C. The Grantor desires to preserve the Property in its natural condition in perpetuity.

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained in this Easement, and pursuant to the provisions of Section 704.06, Florida Statutes, the Grantor hereby voluntarily grants and conveys to the Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent set forth in this Easement (the "Conservation Easement"). The Grantor fully warrants title to the Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. **Purpose.** The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

Conservation Easement - Page 1  
V:\vmitchell\Clients\SSW #6172\St. Augustine #13\Conservation Easement V3.doc

- (a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground, except as specified in Section 3 below.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- (c) Removing or destroying trees, shrubs, or other vegetation, except as specified in Section 3 below.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

Notwithstanding the prohibitions in this Section 2, the Grantor may conduct activities necessary for the creation and maintenance of .691 acres of wetlands on Property as authorized by St. Johns River Water Management District Permit Number 4-109-101495-1

3. **Reserved Rights.** The Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited in, and are not inconsistent with the purpose of, this Conservation Easement. The Grantor reserves the right to construct and maintain elevated structures, such as boardwalks, which permit land or water area to remain predominantly in its natural condition. These elevated structures would have a maximum width of eight feet, one-half (1/2) inch board spacing, and would be a minimum of five feet above the wetland surface. In order to maintain the integrity of the canopy in the wetland and upland preservation areas, construction of these structures would not result in the removal of any trees greater than four inch diameter at breast height (DBH). Lighting will not be associated with any of these structures.

4. **Rights of the Grantee.** To accomplish the purposes stated in this Conservation Easement, the Grantor conveys the following rights to the Grantee:

- (a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if the Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.
- (b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities



set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. **Grantee's Discretion.** The Grantee may enforce the terms of this Conservation Easement at its discretion, but if the Grantor breaches any term of this Conservation Easement and the Grantee does not exercise its rights under this Conservation Easement, the Grantee's forbearance shall not be construed to be a waiver by the Grantee of such term, or any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantee shall not be obligated to the Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. **Grantee's Liability.** The Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from the Grantor's ownership of the Property. Neither the Grantor, nor any person or entity claiming by or through the Grantor, shall hold the Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. **Acts beyond the Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from natural causes beyond the Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by the Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. **Recordation.** The Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Johns County, Florida, and shall rerecord it at any time the Grantee may require to preserve its rights. The Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. The Grantor will hold the Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. **Successors.** The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit to the Parties and their respective successors and assigns and shall continue as a servitude running in perpetuity with the Property.

OR BK 2769 PG 728

**IN WITNESS WHEREOF**, the Grantor has caused this Conservation Easement to be executed on the day and year first written above.

Signed, sealed and delivered  
in our presence as witnesses:

*Edwin S. Gard*  
Signature of witness  
Print name: Edwin S. Gard

*Ron M. Daniel*  
Signature of witness  
Print name: Ron M. Daniel

ST. AUGUSTINE DEVELOPMENT ASSOCIATES,  
L.L.C.

a Florida limited liability company

By: *Douglas C. Bush*  
Douglas C. Bush, a Manager

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18<sup>TH</sup> day of August, 2006, by Douglas C. Bush, as a Manager of ST. AUGUSTINE DEVELOPMENT ASSOCIATES, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me.

*Russell D. Krone*  
Signature of notary public  
Print name: RUSSELL D. KRONE  
My Commission Expires (Notary Seal):



Conservation Easement - Signature Page  
V:\mitchell\clients\SSW #6172\St. Augustine #13\Conservation Easement V3.doc

MR - Pat DeGrande

Public Records of  
St. Johns County, FL  
Clerk# 01-034159  
O.R. 1623 PG 1353  
09:18AM 07/09/2001  
REC \$0.00 SUR \$0.00

**BEACH STORM DAMAGE REDUCTION EASEMENT**

THIS INSTRUMENT, made and entered this 18<sup>th</sup> day of May, 2000, between ST. AUGUSTINE LIMITED PARTNERSHIP, a Delaware Limited Partnership, whose address is 1013 Centre Road, Wilmington, DE 19805, hereinafter referred to as the "Grantor", and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095, hereinafter referred to as the "Grantee".

**WITNESSETH:**

**WHEREAS**, the Grantor is the owner in fee simple of a tract of land situated in St. Johns County, State of Florida, and described as follows, to wit:

SCHEDULE "A" attached hereto, incorporated by reference and made a part hereof.

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations the receipt of which is acknowledged, the Grantor grants to the Grantee, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land hereinabove described for use by the Grantee, its representatives, agents, contractors and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate and replace a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the St. Johns County Shore Protection Project, together with the right of public use only on the portion of the Grantor's land hereinabove described; to plant vegetation on said dunes and berms; to facilitate preservation of dunes and vegetation; to remove from said land debris and obstructions within the limits of the easement reserving however, to the Grantor, his/her heirs, successors and assigns, the right to construct dune overwalk structures in accordance with any applicable federal, state or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the County, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the Grantor, his/her heirs, successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

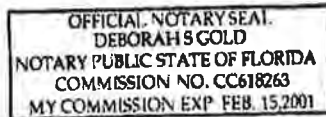




OR1623PG1355

STATE OF FLORIDA  
 COUNTY OF MIAMI Dade

The foregoing instrument was acknowledged before me this 18 day of May, 2000,  
 by Seymour B. London as president of \_\_\_\_\_ a  
 \_\_\_\_\_ corporation, the general partner of St. Augustine Limited Partnership, a  
 Delaware Limited Partnership, on behalf of the partnership. He She is personally known to me or  
 has produced \_\_\_\_\_ as identification.



Deborah S. Gold  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
 COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 15th day of May, 2000,  
 by Ben W. Adams, Jr., County Administrator of St. Johns County Florida, on behalf of the County.  
 He is personally known to me.

Debbie Taylor  
 Notary Public  
 My Commission Expires: \_\_\_\_\_



Public Records of St. Johns County, FL Clerk # 2009035778, O.R. 3219 PG 535,  
07/20/2009 at 08:53 AM REC. \$193.00 SUR. \$216.50 Doc. D \$.70

S  
42

This instrument was prepared by  
and should be returned to:  
J. Lindsay Builder, Jr., Esq.  
Burr & Forman LLP  
369 N. New York Ave., 3rd Floor, Winter Park, FL 32789  
P.O. Drawer 1690, Winter Park, FL 32790

### EASEMENT AGREEMENT FOR ACCESS, DRAINAGE, UTILITIES AND SIGNAGE

This Easement Agreement for Access, Drainage, Utilities and Signage (this "Easement Agreement") is made and entered into as of this 15<sup>th</sup> day of July, 2009 (the "Effective Date"), by and between the **CITY OF ST. AUGUSTINE BEACH, FLORIDA**, a Florida municipal corporation (the "Grantor"), and **ST. AUGUSTINE DEVELOPMENT ASSOCIATES, L.L.C.**, a Florida limited liability company (the "Grantee"). The Grantor and the Grantee may be referred to in this Easement Agreement individually as a "Party" or collectively as the "Parties." The terms "Grantor" and "Grantee" will include the successors in title and/or assigns of each Party.

#### Recitals:

A. As of the Effective Date, the Grantee has conveyed to the Grantor fee simple title to that certain tract of land located within the City of St. Augustine Beach, Florida, as more particularly described on Exhibit A attached to and by reference made a part of this Easement Agreement (the "Grantor's Tract"). Attached as Exhibit A-1 is a sketch of survey of the Grantor's Tract.

B. The Grantee retains fee simple title to contiguous real property described on Exhibit B attached to and by reference made a part of this Easement Agreement (the "Grantee's Tract"). Attached as Exhibit B-1 is a sketch of survey of the Grantee's Tract.

C. Pursuant to that certain Real Estate Purchase Agreement dated March 19, 2009 (the "Purchase Agreement"), the Parties agreed that at the time of closing of the acquisition of the Grantor's Tract, the Grantor would convey to the Grantee the following easements:

(i) perpetual, non-exclusive easements for ingress and egress, drainage and utilities (the "Access, Drainage and Utility Easements") from State Road A1A (Beach Boulevard) to be located over, under, through and beneath the Grantor's Tract to the Grantee's Tract (the "Access, Drainage and Utilities Easement Areas"). The legal descriptions for the Access, Drainage and Utility Easement Areas are attached as Exhibit C, Exhibit D and Exhibit F and sketches of the Access, Drainage and Utility Easement Areas are attached as Exhibit C-1, Exhibit D-1 and Exhibit F-1;

(ii) perpetual, non-exclusive easements for signage to be located over, under, through and beneath a portion of the Grantor's Tract (the "Signage Easements") along State Road A1A, the

purpose of which is to identify the Grantee's Tract [the "Signage Easement Area" (North) and the Signage Easement Area (South)] [collectively, the "Signage Easement Areas"]. The legal descriptions for the Signage Easement Areas are attached as Exhibit G and Exhibit H and sketches of the Signage Easement Areas are attached as Exhibit G-1 and Exhibit H-1.

(iii) perpetual, non-exclusive easements to accommodate storm water runoff from the Grantee's Tract (the "Drainage Easements") for a drainage pond and underground pipes to be located over, under, through and beneath the Grantor's Tract to move storm water runoff from the Grantee's Tract to the drainage pond (the "Drainage Easement Areas"). The Grantor makes no representations as to whether or not the Drainage Easement Areas are sufficient in size to accommodate storm water runoff from the Grantee's Tract. The legal descriptions for the Drainage Easement Areas are attached as Exhibit C, Exhibit D and Exhibit E and sketches of the Drainage Easement Areas are attached as Exhibit C-1, Exhibit D-1 and Exhibit E-1;

(iv) a temporary construction easement over, under, through and beneath that portion of the Grantor's Tract reasonably necessary to design, inspect, grade, slope, construct and build the improvements, including all paving, curbing, landscaping, sidewalks, lighting, drainage and utilities within the Access, Drainage and Utility Easement Areas, contemplated by this Easement Agreement for the joint use access road easements (the "Road Improvements");

(v) a temporary construction easement over, under, through and beneath that portion of the Grantor's Tract reasonably necessary to construct and place signage for the Signage Easements (the "Signage Improvements"); and

(vi) a temporary construction easement over, under, through and beneath that portion of the Grantor's Tract reasonably necessary to construct the improvements for the Drainage Easements, including, but not limited to, the underground pipe system and all appurtenances from the Grantee's Tract to the drainage pond, the drainage pond and the outflow system from the drainage pond to the wetland areas located contiguous to the Grantor's Tract (the "Drainage Facilities").

#### Statement of Agreement:

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by each Party to the other, the reliance on this Easement Agreement by each Party, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are true, accurate and correct and are incorporated in this Easement Agreement by reference.

2. **Grant of Easements.** The Grantor hereby grants, bargains, sells and conveys unto the Grantee

(a) a perpetual non-exclusive right-of-way easement for vehicular and pedestrian access, ingress and egress, drainage and utilities over the Access, Drainage and Utility Easement Areas. Such easement rights include the right to maintain, repair and operate the Road Improvements;

(b) if the Grantee provides written notice to the Grantor that the Grantee intends to commence construction of the Road Improvements in the Access, Drainage and Utility Easement Areas, then for a period of six (6) months from delivery of such notice, the Grantee will have a temporary construction easement over that portion of the Grantor's Tract reasonably necessary to design, inspect, grade, slope, construct and build the Road Improvements contemplated by this Easement Agreement. [For purposes of Section 3(b), the term "utilities" will include underground water lines, drainage pipes, sewer lines, electrical utilities lines, gas lines, cable, fiber optic cables and any other utility line(s) that the Grantee may wish to have installed as part of the development of the Grantee's Tract (the "Utilities").];

(c) perpetual, non-exclusive easements for the Drainage Facilities over the Drainage Easement Areas solely for storm water runoff from the Grantee's Tract into and through the Drainage Facilities. Such easement rights include the right to maintain, repair and operate the Drainage Facilities;

(d) if the Grantee provides written notice to the Grantor that the Grantee intends to commence construction of the Drainage Facilities, then for a period of six (6) months from delivery of such notice, the Grantee will have a temporary construction easement over that portion of the Grantor's Tract reasonably necessary to design, inspect, grade, slope and construct the Drainage Facilities;

(e) a perpetual, non-exclusive easement for the Signage Improvements over the Signage Easement Areas. Such easement rights include the right to maintain, repair and operate the Signage Improvements; and

(f) if the Grantee provides written notice to the Grantor that the Grantee intends to commence construction of the Signage Improvements, then for a period of six (6) months from delivery of such notice, the Grantee shall have a temporary construction easement over that portion of the Grantor's Tract reasonably necessary to construct and place the Signage Improvements.

#### **Access Easements:**

### **3. Permitting and Construction.**

(a) The Grantee has obtained all permits, curb cut approvals and other approvals, required for the Road Improvements and will otherwise comply with all applicable governmental laws and regulations in connection with the construction of the Road Improvements. At its sole cost and expense, the Grantee will be responsible for the cost of the preparation of all engineering plans and specifications, all cost to obtain permits and the cost of the construction of all Road Improvements. The Grantee will not be required to design the Road Improvements with more than two (2) curb cuts providing access to the Grantor's Tract. If the Grantor desires more than two (2) curb cuts, the Grantor will be responsible for all cost of the additional curb cuts, including, but not limited to, engineering plans and specifications, permitting and construction related to the additional curb cuts. The Grantor agrees to cooperate with the Grantee in obtaining any modification of the permits that are reasonably required to develop the Grantee's Tract pursuant to Ordinance No. 09-01, enacted by the City Commission of the City of St. Augustine Beach, Florida, on April 6, 2009.

(b) The Grantor acknowledges that when the Grantee commences development of the Grantee's Tract and construction of the Road Improvements, there may be temporary blockage of access within the Access, Drainage and Utility Easement Areas.



(c) At its sole and exclusive option and at its sole cost and expense, the Grantor may construct all or part of the Road Improvements.

4. **Maintenance.**

(a) Until the developer of the Grantee's Tract (whether the Grantee or a third party purchaser) has completed construction of improvements on the Grantee's Tract and completed construction of the Road Improvements, the Grantor may construct a temporary roadway through the Access, Drainage and Utility Easement Areas and will be responsible for all on-going maintenance of the Access, Drainage and Utility Easement Areas, including, but not limited to, any repaving of the road surface and periodic maintenance and replacing of all landscaping within the Access, Drainage and Utility Easement Areas.

(b) Upon completion of construction of the Road Improvements by the Grantee, the costs of (i) all on-going maintenance of the paved surface of the roadway, (ii) the landscaping, irrigation and lighting and (iii) all utilities used for the Road Improvements in the Access, Drainage and Utility Easement Areas, will be shared equally between the Grantee and the Grantor. When either the Grantee or the Grantor determines that maintenance of the road surface or replacement of the landscaping, irrigation or lighting system within the Access, Drainage and Utility Easement Areas is necessary, the Grantor will be responsible for obtaining cost estimates and submitting a copy of the cost estimates to the Grantee. If the work to be performed involves no more than minor repair of the road surface or partial replacement of landscaping materials or irrigation system or lighting systems, the Grantor will cause such work to be done by either its own employees and/or by third parties and submit an invoice to the Grantee for its share of such expense.

(c) If the work to be performed does involve more than minor repair, such as, but not limited to, resurfacing of the entire paved roadway and/or relocation of the road surface itself and/or complete replacement of all landscaping and/or irrigation system or replacement of lighting systems within the Access, Drainage and Utility Easement Areas, the provisions of Section 5 must apply.

(d) If the Parties cannot agree on the reasonableness of the costs described in Section 4(b), either Party may initiate the arbitration procedure described in Section 18.

(e) The Parties agree that it is their intention that after completion of construction of the Road Improvements by the Grantee, the Road Improvements will be maintained to the standard established on the day after completion of the Road Improvements, unless the Parties agree, in writing, to a different standard. For instance, the Parties agree that the Grantor will maintain the road surface to the Grantor's roadway standards and the landscaping, irrigation and lighting systems in the same standard as the day after completion of construction of the Road Improvements.

5. **Submission and Approval of Plans.**

(a) After completion of construction of the Road Improvements as contemplated by Section 3, but prior to the resurfacing, alteration or changes (other than routine landscape and roadway paving maintenance) in the design of any improvements contemplated under this Easement Agreement (the "Work"), the Party intending to do the Work for purposes of this paragraph (the "Requesting Party") must submit plans (the "Plans") describing the intended location, design, redesign, construction

techniques, materials intended to be used, as the case may be, to the other Party (for purposes of this paragraph the "Approving Party").

(b) Within thirty (30) days after the Plans have been submitted by the Requesting Party to the Approving Party, the Approving Party must give the Requesting Party notice of its approval or disapproval of the Plans. If disapproval is given, such notice must specify in details the items on the Plans which are disapproved and the changes in the Plans which are necessary to correct such items. The Approving Party disapproval of such Plans must be reasonable under the circumstances. Upon receipt of such notice of disapproval, the Requesting Party will amend and modify its Plans so as to conform to the requirements of the notice of disapproval and will promptly resubmit the Plans to the Approving Party.

(c) Within thirty (30) days after the Plans have been resubmitted to the Approving Party, the Approving Party will give the Requesting Party notice of its approval or disapproval of the resubmitted Plans. If disapproval is given, such notice must specify in detail the items on the Plans which are disapproved and the changes in the Plans which are necessary to correct such items. The Requesting Party may then amend and modify its Plans and resubmit them, or initiate the arbitration procedures set forth in Section 18.

(d) In the event that (i) the Requesting Party believes that the first notice of disapproval was given unreasonably or (ii) the Requesting Party receives the second notice of disapproval (concerning the resubmitted Plans) and chooses not to amend and resubmit them, the Requesting Party has the right to initiate the arbitration procedure pursuant to the terms of Section 18.

(e) After approval of the Plans has been obtained from the Approving Party, the Requesting Party must proceed as quickly as possible to obtain permits for the Work and commence the Work.

#### **Drainage Easements:**

6. **Plans and Specifications.** The Grantee will be responsible for all expenses related to preparing the engineering plans and specifications and obtaining any modification of the existing permits necessary for construction and operation of the Drainage Facilities, and all costs of construction of the Drainage Facilities. The Parties acknowledge that after completion of construction of the Drainage Facilities and completion of construction of improvements on the Grantee's Tract, the Drainage Facilities must accommodate storm water runoff from both the Grantee's Tract and the Grantor's Tract.

7. **Maintenance and Repair.** Following construction of the Drainage Facilities by the Grantee, the Grantee's obligations for maintenance or repair of the Drainage Facilities is limited to what is necessary to cause the Drainage Facilities to continue to operate as designed. Any additional maintenance, repair or reconstruction required or desired by the Grantor will be solely at the cost and expense of the Grantor. Such additional work shall be commenced only after the Grantor has obtained permits from all applicable governmental authorities and only if such work will not negatively impact the capacity of the Drainage Facilities to accommodate all storm water runoff from the Grantee's Tract.

8. **Indemnification from Contamination.** The Grantee agrees to indemnify and hold the Grantor harmless from any liability imposed on the Grantor because of contamination in the storm water runoff from the Grantee's Tract which flows into the Drainage Facilities. The Grantor agrees to

indemnify and hold the Grantee harmless from any liability imposed on the Grantee because of contamination in the storm water runoff from the Grantor's Tract which flows into the Drainage Facilities.

**Signage Easements:**

9. **Plans and Specifications.** The Grantee will be responsible for all expenses related to preparing the plans and specifications, obtaining any modification of existing permits necessary for construction and operation of the Signage Improvements and the construction and operation of the Signage Improvements. The Parties acknowledge that the Grantor will be entitled to space on the Signage Improvements to identify its property. Prior to commencement of construction of the Signage Improvements, the Grantee shall deliver architectural designs of the Signage Improvements to the Grantor for the Grantor's approval, which approval will not be unreasonably withheld or delayed. The Grantor will be responsible for the costs of the signage requested by the Grantor to be placed on the Signage Improvements.

10. **Maintenance and Repair.** Following the construction of the Signage Improvements by the Grantee, the Grantee will be responsible for the maintenance and repair of the Signage Improvements.

**Additional Obligations:**

11. **Grantor's Obligations.** In addition to the grants described in Section 2, the Grantor agrees to

(a) install and maintain a 20-foot landscape buffer on either side of that portion of the Access, Drainage and Utility Easement Areas in which the Road Improvements are located that will be left undisturbed except for driveways into the Grantor's Tract; and

(b) within ninety (90) days after the Effective Date construct a physical barrier along the common boundary line between the Grantor's Tract and the Grantee's Tract. The physical barrier must be capable of keeping visitors to the Grantors' Tract from entry onto the Grantee's Tract and the location, materials and dimensions of the barrier must be acceptable to the Grantee, which acceptance will not be unreasonably withheld.

12. **Grantee's Obligation.** When the Grantee commences development of the Grantee's Tract, the Grantee will replace the physical barrier with a more appropriate fence that meets all governmental requirements in existence at the time of commencement of development of the Grantee's Tract.

**General Conditions:**

13. **Runs with the Land.** The terms and conditions of this Easement Agreement will run with the land, will be binding upon and will be for the use and benefit of the Grantee and the Grantor, and their respective successors in title, and their invitees, guests, tenants and employees. In particular, but without limitation, not only will the easement rights granted in this Easement Agreement run and benefit the Grantee's Tract and the Grantor's Tract, but also the obligations created in this Easement Agreement to share costs and expenses will run with and burden the Grantee's Tract and the Grantor's Tract.

Notwithstanding anything in the previous sentence or this Easement Agreement to the contrary, the costs and expenses of maintenance for the roadway located within the Access, Drainage and Utility Easement Areas will remain solely the Grantor's obligation until the developer of the Grantee's Tract completes construction of the Road Improvements and the Drainage Facilities. After completion of construction on the Road Improvements and the Drainage Facilities, the Grantee will pay its share of the maintenance expenses as described in this Easement Agreement. Without limitation of the foregoing, it is agreed that each successor in title of a Party (including, without limitation, a person or entity which becomes a Party through foreclosure, deed in lieu of foreclosure or any exercise of remedies under any mortgage encumbering either of the Tracts) will be a Party for all purposes under this Easement Agreement.

14. **Notices.** All notices, demands, requests and other communications required or permitted under this Easement Agreement (a "Notice") must be in writing and will be deemed to have been duly given (a) upon the date of the Notice if delivered personally, or (b) by facsimile or electronic mail provided that a duplicate copy is promptly mailed by U.S. Mail, certified, return receipt requested, or (c) upon the date following the date of the Notice if delivered by overnight courier which provides a receipt, such as Federal Express. In each case the Notice must have adequate postage prepaid, addressed to the appropriate Party and marked to a particular individual's attention as provided in this Section 14. The Notice will be effective upon being so deposited, but the time period in which a response to any Notice must be given or any action taken with respect to the Notice will commence to run from the date of receipt of the Notice by the addressee as evidenced by the return receipt. Rejection or other refusal by the addressee to accept or the inability of the United States Postal Service or air courier service to deliver because of a changed address of which no Notice was given will be deemed to be the receipt of the Notice sent as of the Business Day following deposit. If either Party to this Easement Agreement changes their address, that Party must notify the other Party of such change by Notice delivered in accordance with this Section 14. Any person acquiring any interest in the Property will be entitled to receive copies of Notices upon giving Notice to the other Party of its name and address and the nature of its interest. The initial addresses of the Parties will be as set forth below:

Grantor: City of St. Augustine Beach, Florida  
2200 A1A South  
St. Augustine, FL 32080  
Attn: City Manager  
Telephone: 904-471-2122  
Facsimile: 904-471-4108  
Email: sabadmin@cityofsab.org

with copy to: Douglas N. Burnett, Esq.  
St. Johns Law Group  
1301 Plantation Island Drive S., Suite 302B  
St. Augustine, FL 32080  
Telephone: 904-495-0400  
Facsimile: 904-495-0506  
Email: dburnett@sjlawgroup.com



Grantee: St. Augustine Development Associates, L.L.C.  
753 E. Glenn Avenue  
P.O. Box 1088  
Auburn, AL 36831  
Attn: Michael V. Shannon  
Telephone: 334-821-0928  
Facsimile: 334-821-0672  
Email: jyoung@sswce.com

with copy to: J. Lindsay Builder, Jr., Esq.  
Burr & Forman LLP  
369 N. New York Avenue, 3rd Floor  
Winter Park, FL 32789  
Telephone: 407-647-7670  
Facsimile: 407-740-7063  
E-mail: lbuilder@burr.com

15. **Relationship of Parties.** No express or implied term, provision or condition of this Easement Agreement will be deemed to constitute the Grantor and the Grantee as partners or joint venturers.

16. **Severability.** If any provision of this Easement Agreement or the application of this Easement Agreement to any entity or circumstances becomes invalid or unenforceable to any extent, then the remainder of this Easement Agreement or the application of such provisions to such other entity or circumstance will not be affected by such invalidity or unenforceability and will be enforced to the greatest extent permitted by law.

17. **Waiver.** No consent or waiver, expressed or implied, by any Party to or of any breach or default by the other Party in the performance by such other Party of the obligations under this Easement Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Easement Agreement. Failure on the part of a Party to complain of any act or failure to act of the other Party or to declare such other Party in default, irrespective of how long such failure continues, will not constitute a waiver by such Party of its rights under this Easement Agreement.

18. **Arbitration.** Any dispute as to (i) whether the Road Improvements or the Drainage Facilities are being properly constructed or maintained; or (ii) whether the Plans have been unreasonably disapproved or the Parties cannot reach agreement as to any Plans, as set forth in Section 5; or (iii) other arguments or performance requirements of either Party set forth in this Easement Agreement will be settled by arbitration. Such arbitration proceedings will be conducted according to the following procedure:

(a) A Party will notify the other Party in writing of the exact matter and dispute and of the name of the arbitrator appointed by the Party giving such notice. Within ten (10) days after receipt of such notice, the Party so receiving it will notify the other Party in writing of an arbitrator appointed by it. Within thirty (30) days after the appointment of the second arbitrator, the arbitrator so appointed will determine the matter in dispute or, failing so to determine the matter in dispute, will agree upon a third

arbitrator within thirty (30) days after the appointment of the second arbitrator. If the Parties are unable to agree upon a third arbitrator within the time provided, then either Party may petition the American Arbitration Association, or its successor, to appoint an arbitrator.

(b) After a third arbitrator has been appointed as provided in Section 18(a), the arbitrators will hold such meetings as any Party may reasonably request and at such meetings hear and consider any evidence which a Party desires to present. Within thirty (30) days after the appointment of the third arbitrator, the arbitrators or any two of the arbitrators will make their determinations.

(c) All determinations made by the arbitrators will be in writing, signed by at least two arbitrators. Such written determinations will be in all respects final. No Party will have any right to appeal from such written determinations to the courts or otherwise, and judgment upon the determination may be entered in any court of competent jurisdiction.

(d) If the arbitrators fail to render a decision within sixty (60) days after the appointment of the third arbitrator, then, to the extent permitted by law, any Party will have the right to institute an action or proceeding in such court as may be appropriate in the circumstances, and, upon the institution of such action, the arbitration proceeding will be terminated and will be of no further force and effect.

(e) The arbitrators will determine in what proportion the Parties will bear the fees and expenses of the third arbitrator, and each Party will bear the fees and expenses of the arbitrator, legal counsel and other consultant(s) selected by that Party. Any fees and expenses charged by the American Arbitration Association will be divided equally between the Parties.

(f) All arbitrators will be chosen from a class of disinterested experts qualified by education, training and/or experience to resolve the particular issue in dispute in an informed and efficient manner.

(g) In the event the American Arbitration Association, or its successor, is requested to designate an arbitrator or arbitrators as aforesaid and declines to do so, then the entire issue to be arbitrated may be submitted by either Party to the American Arbitration Association, or its successor, for binding arbitration.

**19. Default and Remedies.** If either the Grantor or the Grantee fails or refuses to perform any of their respective obligations under this Easement Agreement, and such failure or refusal is not cured within thirty (30) days after notice from the non-defaulting Party, the non-defaulting Party will have the right to seek damages, specific performance, injunctive relief, or any and all other rights and remedies available at law or in equity. In particular, but without limitation of any of the aforesaid rights, the non-defaulting Party, at its option, may perform and pay for such work. In such event, the non-defaulting Party will have permanent nonexclusive easements to perform any maintenance, repairs and replacements that the defaulting Party fails to do, including whatever temporary, nonexclusive access easements that may be necessary for vehicular and construction traffic within the affected easement area. The non-defaulting Party will submit in a notice to the defaulting Party a statement for the costs and expenses incurred by the non-defaulting Party, which will include reasonable supporting detail. The statement will be due and payable within thirty (30) days after the notice. If not so paid, it will bear interest at the rate of fifteen percent (15%) per annum from the date of delivery of the statement.

20. **Attorneys' Fees and Costs.** In the event that either Party finds it necessary to employ an attorney to enforce any provision of this Easement Agreement, the prevailing Party will be entitled to recover from the other Party its attorneys' fees and costs incurred in connection with such representation, at both trial and appellate levels, including bankruptcy proceedings, in addition to any other performances to which such Party may be entitled.

21. **Indemnity.** Each Party agrees that at all times during the continuance of this Easement Agreement it will defend, indemnify and save the other Party harmless from and against all loss, costs, liability, claims and expense whatsoever (including, but not limited to, attorneys' fees and other costs of defense) on account of bodily injury or death or property damage occurring on such Party's Tract, the Party and the Party's agents', employees', licensees', invitees', guests' or visitors' use and occupancy of its Tract or arising out of the use and exercise by such Party of the rights and easements granted in this Easement Agreement; provided, however, that the foregoing indemnity will not be deemed to include an indemnity against loss, costs, liability, claims or expense arising solely from the negligence of the other Party.

22. **Term/No Termination.** The term of this Easement Agreement will commence upon the date of recording this instrument in the Public Records of St. Johns County, Florida, and, unless specifically terminated in a written document in recordable form executed by both Parties, will continue in perpetuity. The Parties each hereby expressly agree, on behalf of themselves and their successors and assigns, that any provision of law or equity to the contrary notwithstanding, in the event of any default hereunder which is not cured within any time specified in this Easement Agreement, they will not terminate this Easement Agreement nor their obligations under this Easement Agreement, nor terminate the rights of the other Party with respect to its Tract, nor withhold the benefits of this Easement Agreement from the other Party, by reason of any default by such Party, it being the express understanding of the Parties that this Easement Agreement will continue in effect throughout its term, notwithstanding any default by either Party.

23. **Estoppel Certificates.** At any time and from time to time, upon request in writing from the other Party, each Party agrees to execute, acknowledge and deliver to the requesting Party, or to such Party's mortgagee, a statement in writing and in form and substance reasonably satisfactory to the requesting and responding Party, certifying to all or any part of the following information as such Party requests:

(a) that this Easement Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications);

(b) that, to the best knowledge of the responding Party, there is no default under this Easement Agreement by the requesting Party, or if there is a default, the nature of the default; and

(c) that there are no offsets under this Easement Agreement which the responding Party has against the requesting Party, or if there is an offset, the nature and amounts of the offset.

Each Party agrees that requests for certificates pursuant to this Section 23 will not be frivolously made.

24. **Time of the Essence.** Time is of the essence of this Easement Agreement.

25. **Construction of Agreement.** This Easement Agreement will not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both the Grantor and the Grantee have contributed substantially and materially to the preparation of this Easement Agreement.

26. **Applicable Law.** This Easement Agreement will be construed and interpreted in accordance with the laws of the State of Florida.

27. **Venue.** Venue for any action seeking to enforce the provisions of this Easement Agreement and/or seeking damages or other remedies of any kind pursuant to this Easement Agreement shall be in the Seventh Judicial Circuit, St. Johns County, Florida.

[signatures on separate page]



IN WITNESS WHEREOF, the Grantor has caused this document to be executed in its name all as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Melissa Burns  
Signature of witness

Print name: Melissa Burns

Shawn K. Williams  
Signature of witness

Print name: Shawn K. Williams

CITY OF ST. AUGUSTINE BEACH, FLORIDA  
a Florida municipal corporation

By: Frank Charles

Frank Charles  
Mayor-Commissioner

Attest:

By: Max Roy/LE

Print name: DOUGLAS MAX ROYLE  
City Manager

Approved as to form:

By: Douglas N. Burnett

Print name: DOUGLAS N. BURNETT  
Title: CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing Easement Agreement was acknowledged before me this 6<sup>th</sup> day of July, 2009, by Frank Charles, as Mayor-Commissioner of the CITY OF ST. AUGUSTINE BEACH, FLORIDA, a Florida municipal corporation, on behalf of the corporation. He

is personally known to me or

has produced

as identification.



Signature of Notary Public

Print name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

AFFIX NOTARY SEAL/STAMP

Signed, sealed and delivered in the presence of:

Signature of witness

Print name: Tonya Hollis

Sheryl H. Jasinter

Signature of witness *U. S. ...*

Print name: Sherby H. Lassiter

ST. AUGUSTINE DEVELOPMENT  
ASSOCIATES, L.L.C.

a Florida limited liability company

By: Michael V. Shannon  
Michael V. Shannon, as Manager

STATE OF ALABAMA  
COUNTY OF LEE

The foregoing Easement Agreement was acknowledged before me this 7 day of July, 2009, by Michael V. Shannon, as a Manager of ST. AUGUSTINE DEVELOPMENT ASSOCIATES, L.L.C., a Florida limited liability company, on behalf of the company. He

☒ is personally known to me or

\_\_\_\_\_ has produced \_\_\_\_\_ as identification.

Signature of Notary Public

Print name: Jackie Young

My Commission Expires: MY COMMISSION EXPIRES AUG. 8, 2011

**AFFIX NOTARY SEAL/STAMP**

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**EXHIBIT A**  
**Legal Description of Grantor's Tract**

**EXHIBIT A****LEGAL DESCRIPTION:**

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF TRACT B, BERMUDA RUN SUBDIVISION, AS RECORDED IN MAP BOOK 19, PAGE 76, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND THE EASTERLY RIGHT-OF-WAY LINE OF A-1-A BEACH BOULEVARD (FORMERLY STATE ROAD A-1-A) (A 100 FOOT RIGHT-OF-WAY); RUN THENCE NORTH 89 DEGREES 28 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID BERMUDA RUN SUBDIVISION FOR A DISTANCE OF 160.34 FEET; FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 28 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 707.62 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 34 SECONDS EAST, DEPARTING SAID SOUTH LINE FOR A DISTANCE OF 75.73 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 118.69 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 351.90 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 444.05 FEET; THENCE SOUTH 01 DEGREES 11 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 64.83 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 126.85 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 15.01 FEET TO A POINT ON THE NORTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2780, PAGE 97 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 30 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, FOR A DISTANCE OF 637.78 FEET; THENCE NORTH 80 DEGREES 58 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 89.41 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 97.21 FEET; THENCE SOUTH 83 DEGREES 38 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 114.93 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 198.25 FEET; THENCE NORTH 75 DEGREES 08 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 40.93 FEET; THENCE SOUTH 88 DEGREES 31 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 75.19 FEET; THENCE NORTH 78 DEGREES 18 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 49.99 FEET; THENCE NORTH 17 DEGREES 24 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 15.60 FEET; THENCE NORTH 59 DEGREES 41 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 58.36 FEET; THENCE NORTH 51 DEGREES 27 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 57.36 FEET; THENCE NORTH 72 DEGREES 35 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 40.25 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE AFORESAID A-1-A BEACH BOULEVARD; THENCE NORTH 17 DEGREES 08 MINUTES 40 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY FOR A DISTANCE OF 109.98 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2780, PAGE 104 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 72 DEGREES 35 MINUTES 26 SECONDS EAST, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 31.15 FEET; THENCE SOUTH 17 DEGREES 24 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 7.77 FEET; THENCE SOUTH 65 DEGREES 15 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 55.70 FEET; THENCE SOUTH 32 DEGREES 52 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 84.19 FEET; THENCE NORTH 17 DEGREES 24 MINUTES 34 SECONDS EAST, ALONG THE EAST LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2780, PAGE 104, FOR A DISTANCE OF 421.25 FEET RETURNING TO THE SOUTH LINE OF THE AFORESAID BERMUDA RUN SUBDIVISION AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 497,893 SQUARE FEET OR 11.430 ACRES MORE OR LESS.

**GENERAL NOTES:**

1. BEARING STRUCTURE BASED ON ASSUMED BEARING (N 89°31'05" E) BEING THE NORTH BOUNDARY LINE PER PLAT SEA COLONY, UNIT 1 OF THE BEACH CLUB AT ANASTASIA RESIDENTIAL CLUSTER DEVELOPMENT, AS RECORDED IN MAP BOOK 38, PAGES 1-11, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA
2. LEGAL DESCRIPTION NEW PER UPHAM INC.
3. THIS SKETCH IS NOT FULL AND COMPLETE UNLESS SHEETS 1 AND 2 ARE TOGETHER.
4. THE CLOSURE WAS VERIFIED USING COORDINATE GEOMETRY SOFTWARE. THE BEARINGS AND DISTANCES SHOWN IN THE DESCRIPTION WILL RETURN A LESSER CLOSURE DUE TO STANDARD ROUNDING OF NUMBERS.  
THE DESCRIPTION CLOSURE IS 1 : 2,023,627

THIS IS NOT A SURVEY  
SKETCH & DESCRIPTION

SHEET 1 OF 2

SAINT AUGUSTINE BEACH

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 81G17-0, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.077, FLORIDA STATUTES.

*William S. Hart* 07/13/2009  
WILLIAM S. HART

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAFTER: DAB

SURVEYOR:

N/A

W.O. NO. 000318

P.S.M. NO. 3905

LB NO. 3612

04/20/09

MO. DAY YR.



**Upham, Inc.**

Organization of Engineers & Surveyors

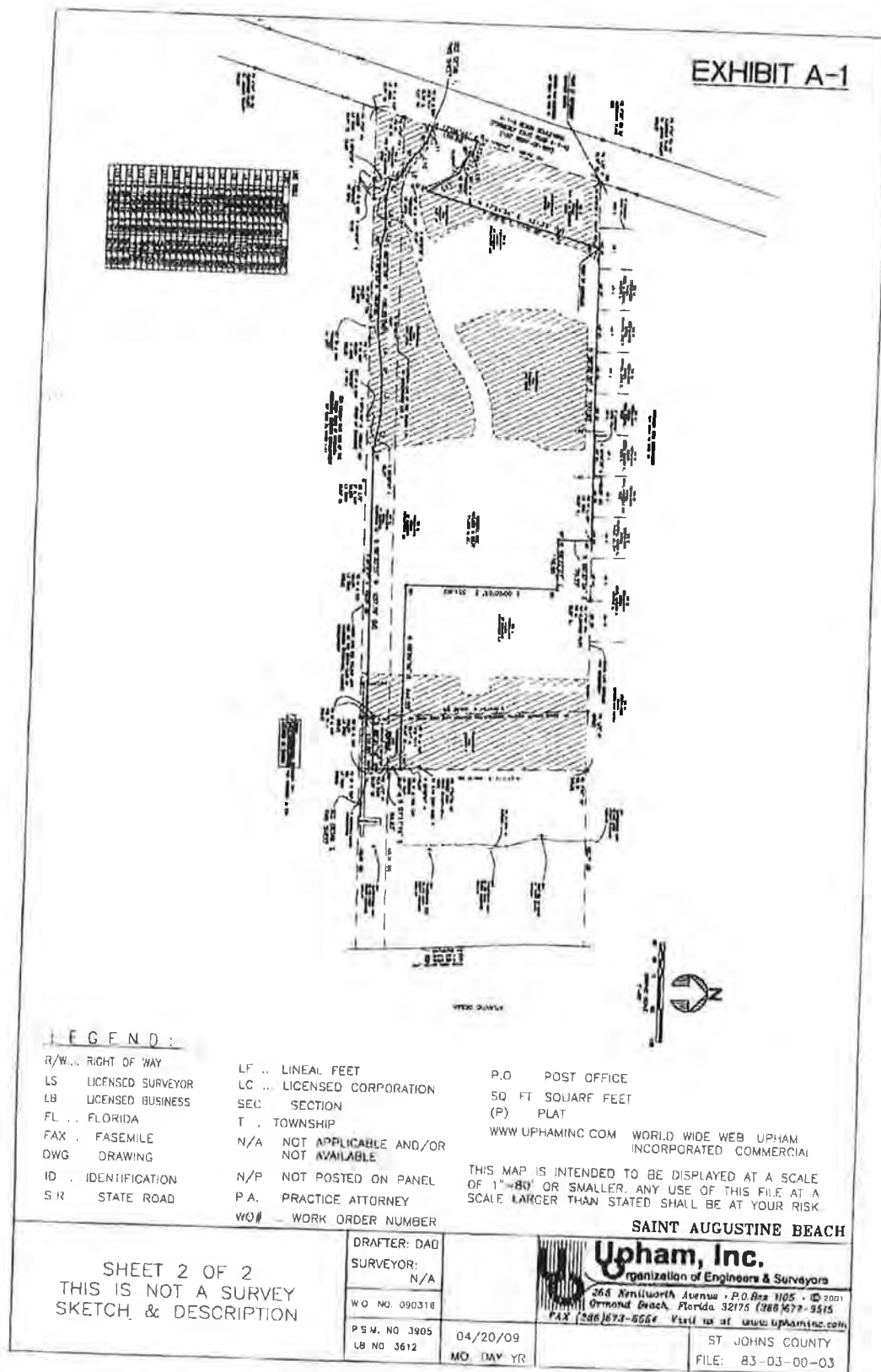
265 Ninth Street, Suite 1105 • P.O. Box 1105 • St. Johns County, Florida 32178 (386) 972-9515  
FAX (386) 972-9554 Visit us at: [www.upsurveys.com](http://www.upsurveys.com)

ST. JOHNS COUNTY  
FILE: 83-03-00-03



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**EXHIBIT A-1**  
**Sketch of Survey of Grantor's Tract**



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**EXHIBIT B**  
**Legal Description of Grantee's Tract**

**EXHIBIT B****LEGAL DESCRIPTION:**

BEING A PORTION OF THE NORTH 1/2 OF GOVERNMENT LOT B, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE BEGINNING AT THE SOUTHWEST CORNER OF TRACT B, BERMUDA RUN SUBDIVISION, AS RECORDED IN MAP BOOK 19, PAGE 78, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (BEACH BOULEVARD) (A 100 FOOT RIGHT-OF-WAY); RUN THENCE NORTH 89 DEGREES 28 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID BERMUDA RUN SUBDIVISION FOR A DISTANCE OF 867.96 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 28 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 554.64 FEET; THENCE SOUTH 01 DEGREES 11 MINUTES 19 SECONDS EAST, DEPARTING SAID SOUTH LINE FOR A DISTANCE OF 431.49 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 444.05 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 351.90 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 118.69 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 75.73 FEET RETURNING TO THE SOUTH LINE OF THE AFORESAID BERMUDA RUN SUBDIVISION AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 197,773 SQUARE FEET OR 4.540 ACRES, MORE OR LESS.

**GENERAL NOTES:**

1. BEARING STRUCTURE BASED ON ASSUMED BEARING (N 89°31'05" E) BEING THE NORTH BOUNDARY LINE PER PLAT SEA COLONY, UNIT 1 OF THE BEACH CLUB AT ANASTASIA RESIDENTIAL CLUSTER DEVELOPMENT, AS RECORDED IN MAP BOOK 38, PAGES 1-11, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
2. LEGAL DESCRIPTION NEW PER UPHAM INC.
3. THIS SKETCH IS NOT FULL AND COMPLETE UNLESS SHEETS 1 AND 2 ARE TOGETHER.
4. THE CLOSURE WAS VERIFIED USING COORDINATE GEOMETRY SOFTWARE. THE BEARINGS AND DISTANCES SHOWN IN THE DESCRIPTION WILL RETURN A LESSER CLOSURE DUE TO STANDARD ROUNDING OF NUMBERS.  
THE DESCRIPTION CLOSURE IS 1 : 1,398,000

THIS IS NOT A SURVEY  
SKETCH & DESCRIPTION

SHEET 1 OF 2

SAINT AUGUSTINE BEACH

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS FOR CHAPTER 61017-0, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

04/20/2009  
WILLIAM S HART

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAFTER: DAB  
SURVEYOR:  
N/A

W.O. NO. 080318

P.S.M. NO. 3908  
LB NO. 3512

04/20/08  
MO. DAY YR.



**Upham, Inc.**

Organization of Engineers & Surveyors

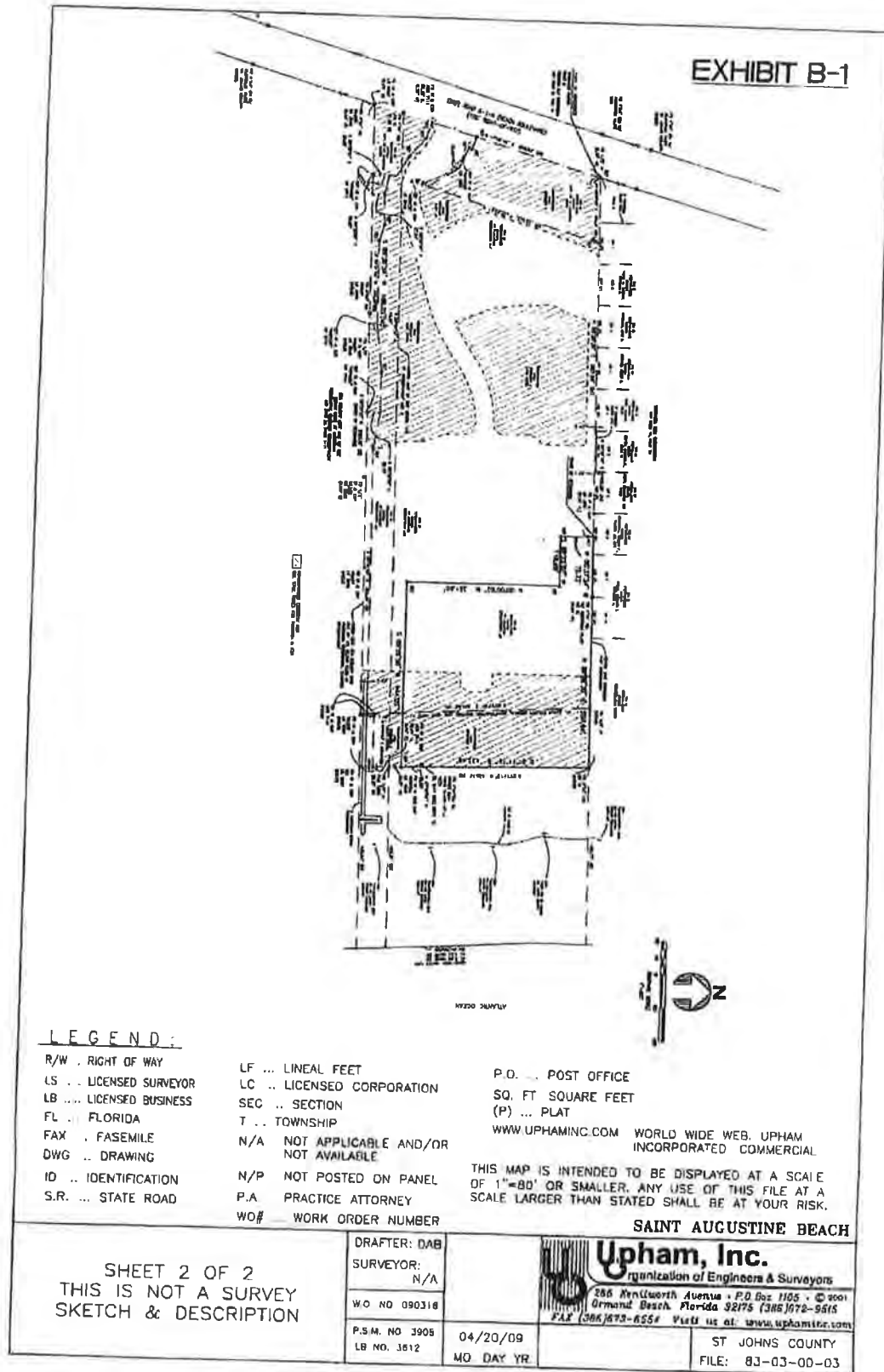
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Ormond Beach, Florida 32176 (386) 672-9546  
FAX (386) 673-8584 Visit us at: www.uphaminc.com

ST. JOHNS COUNTY  
FILE: 83-03-00-03



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**EXHIBIT B-1**  
**Sketch of Survey of Grantee's Tract**



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**EXHIBIT C**  
**Legal Description of Access, Drainage and Utility Easement Areas**

**EXHIBIT C****LEGAL DESCRIPTION:** ACCESS, DRAINAGE AND UTILITY EASEMENT

BEING A PORTION OF THE NORTH 1/2 OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF TRACT B, BERMUDA RUN SUBDIVISION, AS RECORDED IN MAP BOOK 19, PAGE 78, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (BEACH BOULEVARD) (A 100 FOOT RIGHT-OF-WAY); RUN THENCE SOUTH 17 DEGREES 08 MINUTES 40 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY OF SAID STATE ROAD A-1-A FOR A DISTANCE OF 325.18 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 72 DEGREES 35 MINUTES 22 SECONDS EAST DEPARTING SAID EASTERLY RIGHT-OF-WAY FOR A DISTANCE OF 11.70 FEET; TO A POINT OF CURVE, CONCAVE SOUTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 12 DEGREES 47 MINUTES 17 SECONDS, A RADIUS OF 219.00 FEET, A CHORD BEARING OF SOUTH 86 DEGREES 11 MINUTES 44 SECONDS EAST, A CHORD DISTANCE OF 48.78 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 48.88 FEET TO A POINT OF COMPOUND CURVE, CONCAVE WESTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 43 DEGREES 53 MINUTES 27 SECONDS, A RADIUS OF 102.00 FEET, A CHORD BEARING OF SOUTH 37 DEGREES 51 MINUTES 21 SECONDS EAST, A CHORD DISTANCE OF 78.24 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 78.14 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 73 DEGREES 39 MINUTES 02 SECONDS, A RADIUS OF 48.00 FEET, A CHORD BEARING OF SOUTH 52 DEGREES 44 MINUTES 09 SECONDS EAST, A CHORD DISTANCE OF 57.54 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 61.70 FEET TO A POINT OF COMPOUND CURVE, CONCAVE NORTHERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 16 DEGREES 54 MINUTES 39 SECONDS, A RADIUS OF 128.00 FEET, A CHORD BEARING OF NORTH 81 DEGREES 59 MINUTES 01 SECONDS EAST, A CHORD DISTANCE OF 37.05 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 37.19 FEET; THENCE NORTH 73 DEGREES 31 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 218.84 FEET TO A POINT OF CURVE, CONCAVE NORTHERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 19 DEGREES 22 MINUTES 32 SECONDS, A RADIUS OF 478.00 FEET, A CHORD BEARING OF NORTH 83 DEGREES 50 MINUTES 25 SECONDS EAST, A CHORD DISTANCE OF 160.20 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 160.97 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 35 DEGREES 50 MINUTES 51 SECONDS, A RADIUS OF 274.00 FEET, A CHORD BEARING OF NORTH 72 DEGREES 04 MINUTES 35 SECONDS EAST, A CHORD DISTANCE OF 168.65 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 171.43 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 1.82 FEET TO A POINT OF CURVE, CONCAVE NORTHERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 74 DEGREES 54 MINUTES 11 SECONDS, A RADIUS OF 33.00 FEET, A CHORD BEARING OF NORTH 52 DEGREES 32 MINUTES 55 SECONDS EAST, A CHORD DISTANCE OF 40.13 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 43.14 FEET; THENCE NORTH 15 DEGREES 05 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 135.51 FEET; TO A POINT OF CURVE, CONCAVE SOUTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 74 DEGREES 16 MINUTES 22 SECONDS, A RADIUS OF 59.00 FEET, A CHORD BEARING OF NORTH 52 DEGREES 14 MINUTES 00 SECONDS EAST, A CHORD DISTANCE OF 71.24 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 76.48 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 140.04 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 26.00 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 140.04 FEET TO A POINT OF CURVE, CONCAVE SOUTHERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 74 DEGREES 16 MINUTES 22 SECONDS, A RADIUS OF 33.00 FEET, A CHORD BEARING OF SOUTH 52 DEGREES 14 MINUTES 00 SECONDS WEST, A CHORD DISTANCE OF 39.85 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 42.78 FEET; THENCE SOUTH 15 DEGREES 05 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 180.70 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 46.81 FEET TO A POINT OF CURVE, CONCAVE SOUTHERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 35 DEGREES 50 MINUTES 51 SECONDS, A RADIUS OF 248.00 FEET, A CHORD BEARING OF SOUTH 72 DEGREES 04 MINUTES 35 SECONDS WEST, A CHORD DISTANCE OF 152.84 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 155.16 FEET

**SAINT AUGUSTINE BEACH**

ACCESS, DRAINAGE &  
UTILITY EASEMENT

SHEET 1 OF 5  
THIS IS NOT A SURVEY  
SKETCH & DESCRIPTION

DRAFTER: DAB

SURVEYOR:  
N/A

W.O. NO. 080316

P.S.M. NO. 3008

LB NO. 3612

04/20/09  
MO. DAY YR.

**Upham, Inc.**  
Organization of Engineers & Surveyors

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FAX (386) 873-8554 Visit us at: [www.upham-inc.com](http://www.upham-inc.com)

ST. JOHNS COUNTY  
FILE: 83-03-00-05



**EXHIBIT C****LEGAL DESCRIPTION:** (CONTINUED) ACCESS, DRAINAGE AND UTILITY EASEMENT

TO A POINT OF REVERSE CURVE, CONCAVE NORTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 19 DEGREES 22 MINUTES 32 SECONDS, A RADIUS OF 502.00 FEET, A CHORD BEARING OF SOUTH 83 DEGREES 50 MINUTES 25 SECONDS WEST, A CHORD DISTANCE OF 168.95 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 169.76 FEET; THENCE SOUTH 73 DEGREES 31 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 218.84 FEET TO A POINT OF CURVE, CONCAVE NORTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 59 DEGREES 14 MINUTES 17 SECONDS, A RADIUS OF 152.00 FEET, A CHORD BEARING OF NORTH 78 DEGREES 51 MINUTES 10 SECONDS WEST, A CHORD DISTANCE OF 150.25 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 157.15 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 21 MINUTES 20 SECONDS, A RADIUS OF 148.00 FEET, A CHORD BEARING OF NORTH 59 DEGREES 54 MINUTES 42 SECONDS WEST, A CHORD DISTANCE OF 64.98 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 65.50 FEET; THENCE NORTH 72 DEGREES 35 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 11.37 FEET RETURNING TO THE EASTERLY RIGHT-OF-WAY OF THE AFORESAID STATE ROAD A-1-A; THENCE NORTH 17 DEGREES 08 MINUTES 40 SECONDS EAST ALONG THE SAID EASTERLY RIGHT-OF-WAY FOR A DISTANCE OF 71.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.838 ACRES MORE OR LESS.


**GENERAL NOTES:**

1. BEARING STRUCTURE BASED ON ASSUMED BEARING (N 80°31'05" E) BEING THE NORTH BOUNDARY LINE PER PLAT SEA COLONY, UNIT 1 OF THE BEACH CLUB AT ANASTASIA RESIDENTIAL CLUSTER DEVELOPMENT, AS RECORDED IN MAP BOOK 38, PAGES 1-11, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
2. LEGAL DESCRIPTION NEW PER UPHAM INC.
3. THIS SKETCH IS NOT FULL AND COMPLETE UNLESS SHEETS 1 THROUGH 5 ARE TOGETHER.
4. THE CLOSURE WAS VERIFIED USING COORDINATE GEOMETRY SOFTWARE. THE BEARINGS AND DISTANCES SHOWN IN THE DESCRIPTION WILL RETURN A LESSER CLOSURE DUE TO STANDARD ROUNDING OF NUMBERS.  
THE DESCRIPTION CLOSURE IS 1 : 3,386,984.

THIS IS NOT A SURVEY  
SKETCH & DESCRIPTION

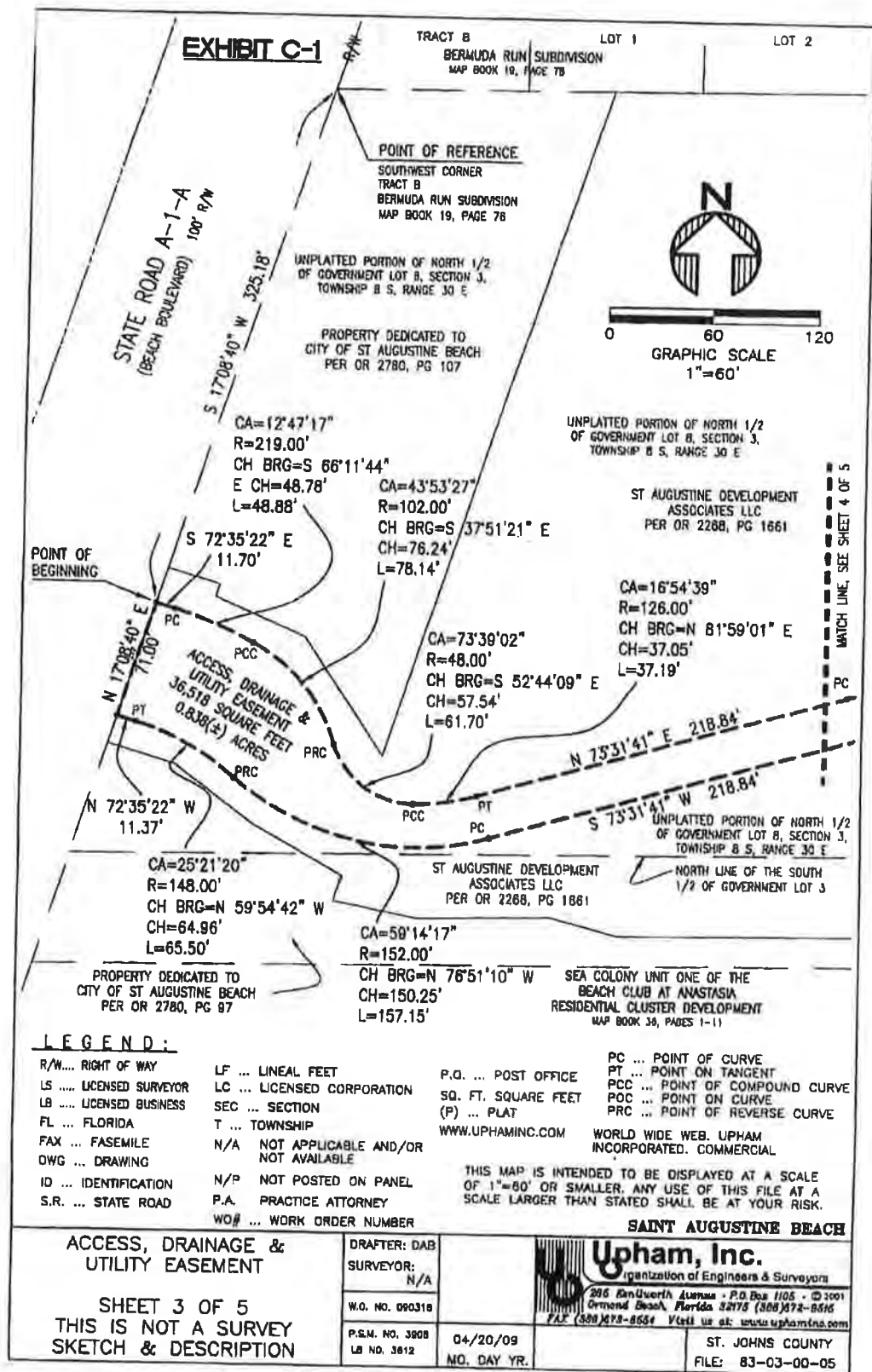
SHEET 2 OF 5

SAINT AUGUSTINE BEACH

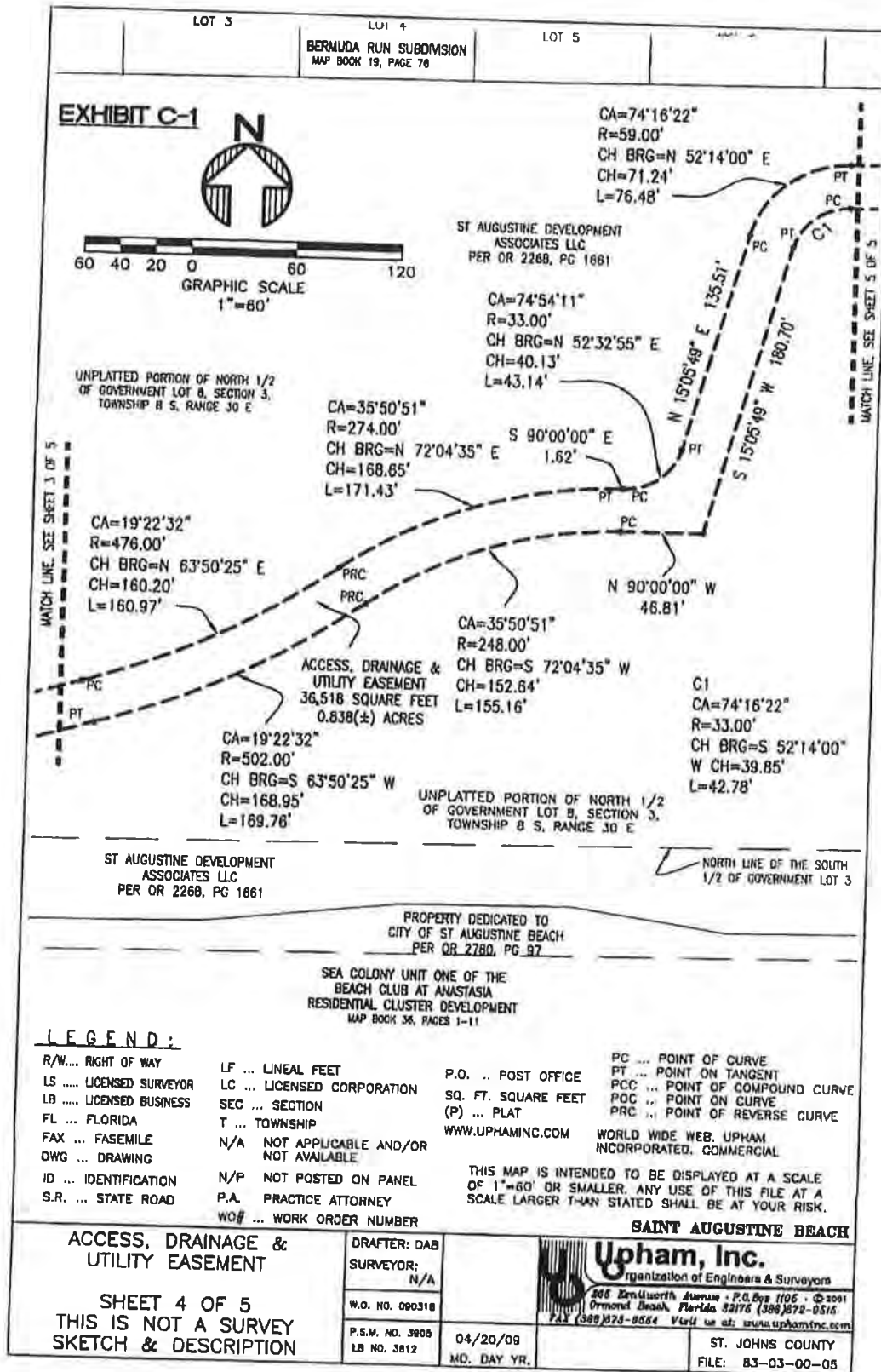
<small>THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 11017-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</small>	DRAFTER: DAB SURVEYOR: N/A	W.O. NO. 080318	 <b>Upham, Inc.</b> <small>Organization of Engineers &amp; Surveyors          885 Antillean Avenue - P.O. Box 1105 • © 2001          Ormond Beach, Florida 32175 (386) 672-8518          Fax (386) 672-8554 Visit us at: www.uphaminc.com</small>
04/20/2009 WILLIAM S HART	P.S.M. NO. 3908 LB NO. 3612	04/20/09 MO. DAY YR.	
<small>NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</small>	ST. JOHNS COUNTY FILE: 83-03-00-05		

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**EXHIBIT C-1**  
**Sketch of Survey of Access, Drainage and Utility Easement Areas**

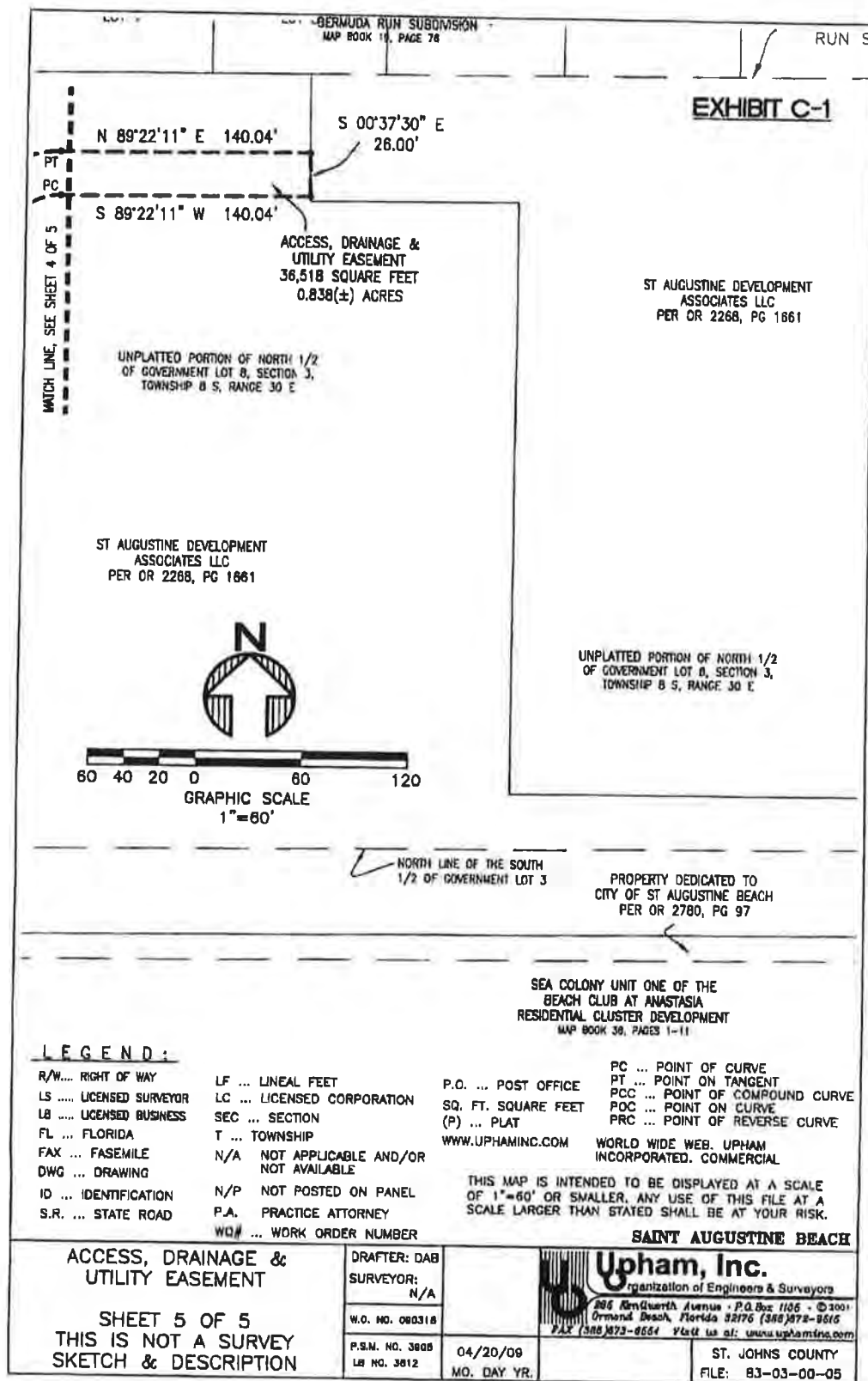


OR BK 3219 PG 561





OR BK 3219 PG 562



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**EXHIBIT D**  
**Legal Description of Access, Drainage and Utility Easement Areas**

**EXHIBIT D****LEGAL DESCRIPTION:** ACCESS, DRAINAGE AND UTILITY EASEMENT

BEING A PORTION OF THE NORTH 1/2 OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF TRACT B, BERMUDA RUN SUBDIVISION, AS RECORDED IN MAP BOOK 19, PAGE 76, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (BEACH BOULEVARD) (A 100 FOOT RIGHT-OF-WAY); RUN THENCE NORTH 89 DEGREES 28 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID BERMUDA RUN SUBDIVISION FOR A DISTANCE OF 987.47' FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 03 SECONDS EAST, DEPARTING SAID SOUTH LINE FOR A DISTANCE OF 423.96 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 00 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 3.45 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 52.20 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 60 DEGREES 45 MINUTES 09 SECONDS, A RADIUS OF 56.00 FEET, A CHORD BEARING OF SOUTH 59 DEGREES 37 MINUTES 28 SECONDS WEST, A CHORD DISTANCE OF 56.64 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 59.38 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 65.62 FEET TO A POINT OF CURVE, CONCAVE NORTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 270 DEGREES 45 MINUTES 50 SECONDS, A RADIUS OF 52.00 FEET, A CHORD BEARING OF NORTH 45 DEGREES 22 MINUTES 55 SECONDS EAST, A CHORD DISTANCE OF 73.05 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 245.74 FEET TO A POINT OF REVERSE CURVE, CONCAVE EASTERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 41 DEGREES 48 MINUTES 23 SECONDS, A RADIUS OF 23.00 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 08 MINUTES 21 SECONDS EAST, A CHORD DISTANCE OF 18.41 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 18.78 FEET TO A POINT OF COMPOUND CURVE, CONCAVE NORTHERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 19 DEGREES 11 MINUTES 07 SECONDS, A RADIUS OF 18.00 FEET, A CHORD BEARING OF SOUTH 50 DEGREES 38 MINUTES 06 SECONDS EAST, A CHORD DISTANCE OF 6.00 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 6.03 FEET; TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.242 ACRES MORE OR LESS.

**GENERAL NOTES:**

1. BEARING STRUCTURE BASED ON ASSUMED BEARING (N 89°31'05" E) BEING THE NORTH BOUNDARY LINE PER PLAT SEA COLONY, UNIT 1 OF THE BEACH CLUB AT ANASTASIA RESIDENTIAL CLUSTER DEVELOPMENT, AS RECORDED IN MAP BOOK 36, PAGES 1-11, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
2. LEGAL DESCRIPTION NEW PER UPHAM INC.
3. THIS SKETCH IS NOT FULL AND COMPLETE UNLESS SHEETS 1 AND 2 ARE TOGETHER.
4. THE CLOSURE WAS VERIFIED USING COORDINATE GEOMETRY SOFTWARE. THE BEARINGS AND DISTANCES SHOWN IN THE DESCRIPTION WILL RETURN A LESSER CLOSURE DUE TO STANDARD ROUNDING OF NUMBERS.  
THE DESCRIPTION CLOSURE IS 1 = 1,757,276.

THIS IS NOT A SURVEY  
SKETCH & DESCRIPTION

SHEET 1 OF 2

SAINT AUGUSTINE BEACH

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 91017-9, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

04/20/2009  
WILLIAM S HART

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAFTER: DAB  
SURVEYOR:  
N/A

W.O. NO. 090316

P.S.M. NO. 3905  
LB NO. 3512

04/20/09  
MO. DAY YR.



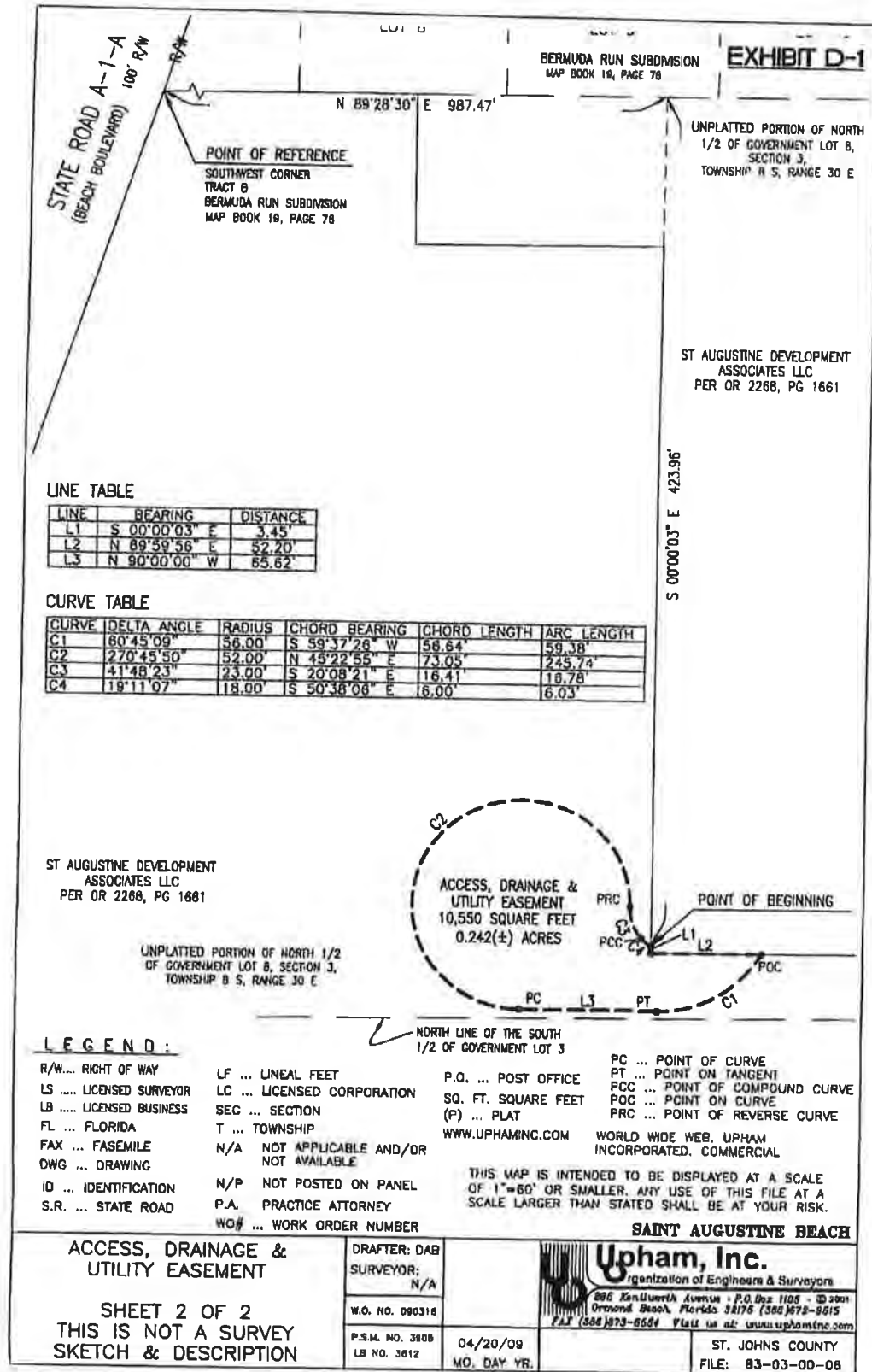
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Organization of Engineers & Surveyors

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Fax: (386) 573-8561 Field us at: www.uphaminc.com

ST. JOHNS COUNTY  
FILE: 83-03-00-06

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**EXHIBIT D-1**  
**Sketch of Survey of Access, Drainage and Utility Easement Areas**





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**EXHIBIT E**  
**Legal Description of Drainage Easement**

**EXHIBIT E****LEGAL DESCRIPTION:** DRAINAGE EASEMENT

BEING A PORTION OF THE NORTH 1/2 OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF TRACT B, BERMUDA RUN SUBDIVISION, AS RECORDED IN MAP BOOK 19, PAGE 76, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (BEACH BOULEVARD) (A 100 FOOT RIGHT-OF-WAY); RUN THENCE NORTH 89 DEGREES 28 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID BERMUDA RUN SUBDIVISION FOR A DISTANCE OF 180.34 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 28 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 176.77 FEET; THENCE SOUTH 18 DEGREES 26 MINUTES 45 SECONDS WEST DEPARTING SAID SOUTH LINE FOR A DISTANCE OF 112.11 FEET; THENCE SOUTH 08 DEGREES 24 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 133.40 FEET; THENCE SOUTH 22 DEGREES 27 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 110.98 FEET; TO A POINT ON A CURVE, CONCAVE NORTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 07 DEGREES 37 MINUTES 35 SECONDS, A RADIUS OF 476.00 FEET, A CHORD BEARING OF SOUTH 69 DEGREES 42 MINUTES 54 SECONDS WEST, A CHORD DISTANCE OF 63.31 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 63.36 FEET; THENCE SOUTH 73 DEGREES 31 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 154.49 FEET; THENCE NORTH 25 DEGREES 26 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 146.79 FEET; THENCE NORTH 14 DEGREES 17 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 217.92 FEET; THENCE NORTH 35 DEGREES 04 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 1.37 FEET; THENCE NORTH 17 DEGREES 24 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 65.15 FEET RETURNING TO THE SOUTH LINE OF THE AFORESAID TRACT B AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.762 ACRES MORE OR LESS.


**GENERAL NOTES:**

1. BEARING STRUCTURE BASED ON ASSUMED BEARING (N 89°31'05" E) BEING THE NORTH BOUNDARY LINE PER PLAY SEA COLONY, UNIT 1 OF THE BEACH CLUB AT ANASTASIA RESIDENTIAL CLUSTER DEVELOPMENT, AS RECORDED IN MAP BOOK 36, PAGES 1-11, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
2. LEGAL DESCRIPTION NEW PER UPHAM INC.
3. THIS SKETCH IS NOT FULL AND COMPLETE UNLESS SHEETS 1 AND 2 ARE TOGETHER.
4. THE CLOSURE WAS VERIFIED USING COORDINATE GEOMETRY SOFTWARE. THE BEARINGS AND DISTANCES SHOWN IN THE DESCRIPTION WILL RETURN A LESSER CLOSURE DUE TO STANDARD ROUNDING OF NUMBERS.  
THE DESCRIPTION CLOSURE IS 1 : 1,615,516.

THIS IS NOT A SURVEY  
SKETCH & DESCRIPTION

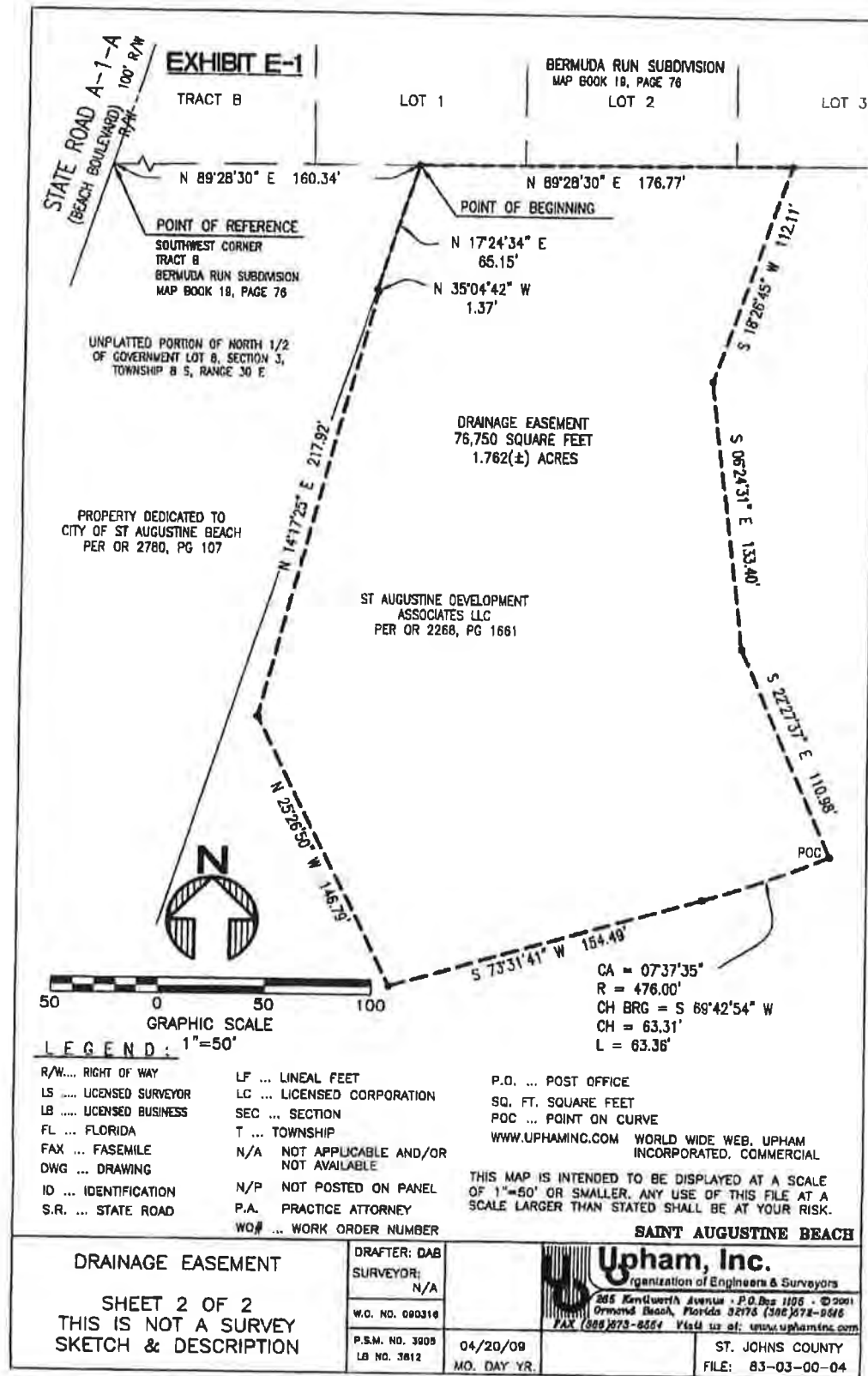
SHEET 1 OF 2

SAINT AUGUSTINE BEACH

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 81017-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 473.027, FLORIDA STATUTES.	DRAFTER: DAB SURVEYOR: N/A	 <b>Upham, Inc.</b> Organization of Engineers & Surveyors 885 Sandworth Avenue • P.O. Box 1106 • ©2001 Ormond Beach, Florida 32175 (386) 672-8516 FAX (386) 672-8554 Visit us at: www.uphaminc.com
04/20/2009 WILLIAM S HART NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	W.O. NO. 080316 P.B.M. NO. 3905 LB NO. 3012	

---

**EXHIBIT E-1**  
**Sketch of Survey of Drainage Easement Area**



**EXHIBIT F**  
**Legal Description of Utility Easement Area**



**EXHIBIT F****LEGAL DESCRIPTION:** 20' UTILITY EASEMENT

BEING A PORTION OF THE NORTH 1/2 OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF TRACT B, BERMUDA RUN SUBDIVISION, AS RECORDED IN MAP BOOK 19, PAGE 76, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (BEACH BOULEVARD) (A 100 FOOT RIGHT-OF-WAY); RUN THENCE NORTH 89 DEGREES 28 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID BERMUDA RUN SUBDIVISION FOR A DISTANCE OF 97.60 FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 28 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 24.28 FEET; THENCE SOUTH 35 DEGREES 04 MINUTES 42 SECONDS EAST, DEPARTING SAID SOUTH LINE, FOR A DISTANCE OF 72.05 FEET; THENCE SOUTH 14 DEGREES 17 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 219.88 FEET; THENCE SOUTH 25 DEGREES 28 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 142.72 FEET; THENCE SOUTH 73 DEGREES 31 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 20.25 FEET; THENCE NORTH 25 DEGREES 26 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 146.79 FEET; THENCE NORTH 14 DEGREES 17 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 217.92 FEET; THENCE NORTH 35 DEGREES 04 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 78.63 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.201 ACRES MORE OR LESS.

**GENERAL NOTES:**

1. BEARING STRUCTURE BASED ON ASSUMED BEARING (N 89°31'05" E) BEING THE NORTH BOUNDARY LINE PER PLAY SEA COLONY, UNIT 1 OF THE BEACH CLUB AT ANASTASIA RESIDENTIAL CLUSTER DEVELOPMENT, AS RECORDED IN MAP BOOK 38, PAGES 1-11, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
2. LEGAL DESCRIPTION NEW PER UPHAM INC.
3. THIS SKETCH IS NOT FULL AND COMPLETE UNLESS SHEETS 1 AND 2 ARE TOGETHER.
4. THE CLOSURE WAS VERIFIED USING COORDINATE GEOMETRY SOFTWARE. THE BEARINGS AND DISTANCES SHOWN IN THE DESCRIPTION WILL RETURN A LESSER CLOSURE DUE TO STANDARD ROUNDING OF NUMBERS.  
THE DESCRIPTION CLOSURE IS 1 : 13,592,370

THIS IS NOT A SURVEY  
SKETCH & DESCRIPTION

SHEET 1 OF 2

SAINT AUGUSTINE BEACH

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 51017-9, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

04/20/2009  
WILLIAM S HART

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAFTER: DAB

SURVEYOR:

N/A

W.O. NO. 080316

P.S.M. NO. 3800

LB NO. 3612

04/20/09  
MO. DAY YR.



**Upham, Inc.**

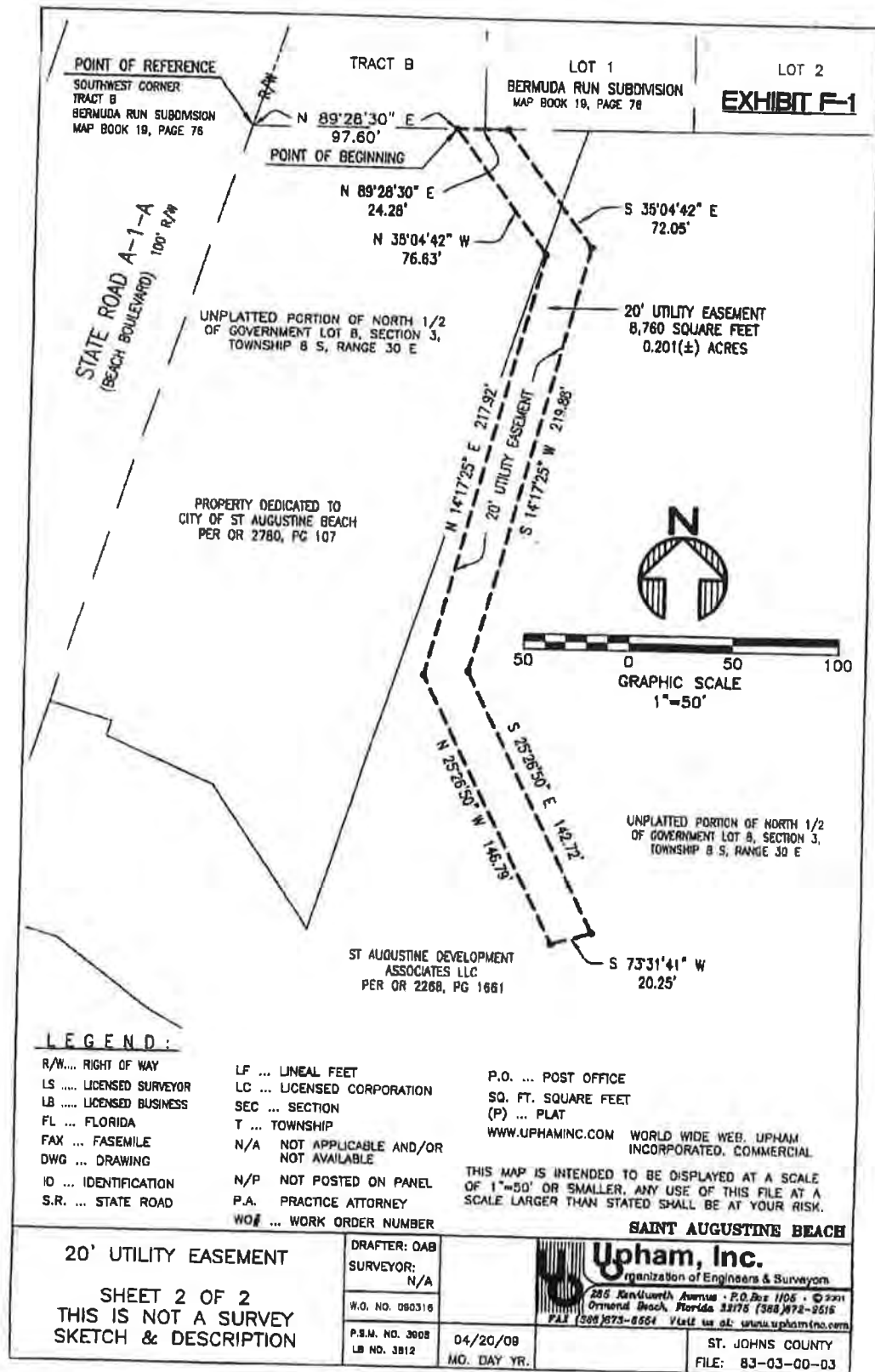
Organization of Engineers & Surveyors

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FAX (386) 973-8654 Visit us at: www.uphaminc.com

ST. JOHNS COUNTY  
FILE: 83-03-00-03

---

**EXHIBIT F-1**  
**Sketch of Survey of Utility Easement Area**



---

**EXHIBIT G**  
**Legal Description of Sign Easement Area (North)**

**EXHIBIT G****LEGAL DESCRIPTION:** SIGN EASEMENT NORTH

BEING A PORTION OF THE NORTH 1/2 OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF TRACT B, BERMUDA RUN SUBDIVISION, AS RECORDED IN MAP BOOK 19, PAGE 76, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (BEACH BOULEVARD) (A 100 FOOT RIGHT-OF-WAY); RUN THENCE SOUTH 17 DEGREES 08 MINUTES 40 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD A-1-A FOR A DISTANCE OF 303.21 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 72 DEGREES 35 MINUTES 28 SECONDS EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 31.15 FEET; THENCE SOUTH 17 DEGREES 23 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 22.82 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 05 DEGREES 04 MINUTES 11 SECONDS, A RADIUS OF 219.00 FEET, A CHORD BEARING OF NORTH 70 DEGREES 03 MINUTES 17 SECONDS WEST, A CHORD DISTANCE OF 19.37 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 19.38 FEET; THENCE NORTH 72 DEGREES 35 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 11.70 FEET; THENCE NORTH 17 DEGREES 08 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 21.97 FEET RETURNING TO THE EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD A-1-A AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.016 ACRES MORE OR LESS.

**GENERAL NOTES:**

1. BEARING STRUCTURE BASED ON ASSUMED BEARING (N 88°31'05" E) BEING THE NORTH BOUNDARY LINE PER PLAT SEA COLONY, UNIT 1 OF THE BEACH CLUB AT ANASTASIA RESIDENTIAL CLUSTER DEVELOPMENT, AS RECORDED IN MAP BOOK 36, PAGES 1-11, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
2. LEGAL DESCRIPTION NEW PER UPHAM INC.
3. THIS SKETCH IS NOT FULL AND COMPLETE UNLESS SHEETS 1 AND 2 ARE TOGETHER.
4. THE CLOSURE WAS VERIFIED USING COORDINATE GEOMETRY SOFTWARE. THE BEARINGS AND DISTANCES SHOWN IN THE DESCRIPTION WILL RETURN A LESSER CLOSURE DUE TO STANDARD ROUNDING OF NUMBERS.  
THE DESCRIPTION CLOSURE IS 1,867.479

THIS IS NOT A SURVEY  
SKETCH & DESCRIPTION

SHEET 1 OF 2

SAINT AUGUSTINE BEACH

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 91017-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 471.027, FLORIDA STATUTES.

04/20/2009  
WILLIAM S HART

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAFTER: DAB  
SURVEYOR:  
N/A

W.O. NO. 080318

P.S.M. NO. 3908  
LB NO. 3812

04/20/09  
MO. DAY YR.



**Upham, Inc.**  
Organization of Engineers & Surveyors

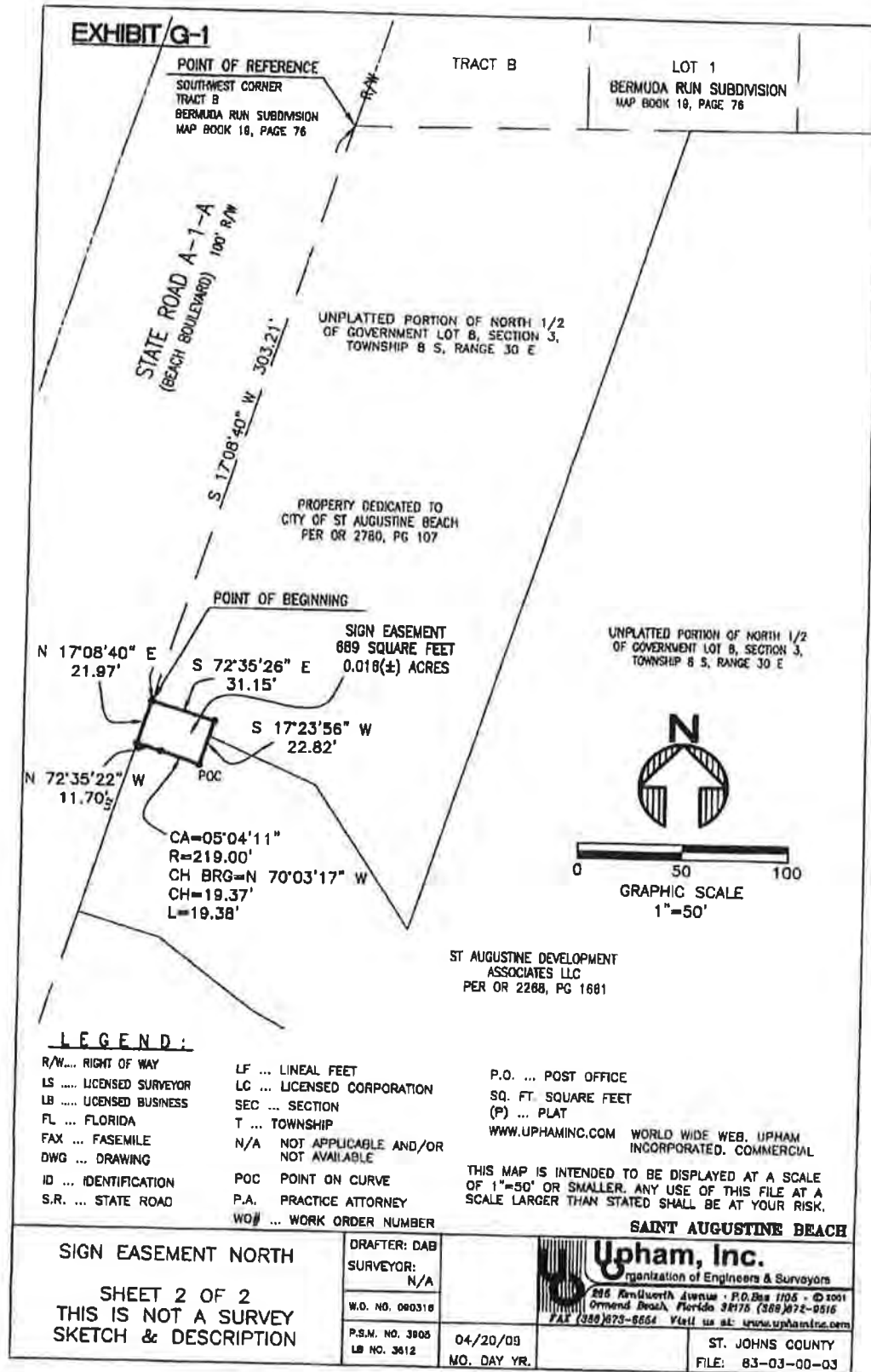
205 Southworth Avenue • P.O. Box 1105 • © 1201  
Orlando, Florida 32716 (407) 672-8616  
Fax (407) 672-8664 Visit us at: www.uphaminc.com

ST. JOHNS COUNTY  
FILE: 83-03-00-03



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**EXHIBIT G-1**  
**Sketch of Survey of Sign Easement Area (North)**



---

**EXHIBIT H**  
**Legal Description of Sign Easement Area (South)**

**EXHIBIT H****LEGAL DESCRIPTION:** SIGN EASEMENT SOUTH

BEING A PORTION OF THE NORTH 1/2 OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF TRACT B, BERMUDA RUN SUBDIVISION, AS RECORDED IN MAP BOOK 19, PAGE 76, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (BEACH BOULEVARD) (A 100 FOOT RIGHT-OF-WAY); RUN THENCE SOUTH 17 DEGREES 08 MINUTES 40 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD A-1-A FOR A DISTANCE OF 396.18 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 72 DEGREES 35 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 11.37 FEET TO A POINT OF CURVE, CONCAVE SOUTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 07 DEGREES 30 MINUTES 48 SECONDS, A RADIUS OF 148.00 FEET, A CHORD BEARING OF SOUTH 68 DEGREES 49 MINUTES 58 SECONDS EAST, A CHORD DISTANCE OF 19.39 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 18.41 FEET; THENCE SOUTH 17 DEGREES 24 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 15.72 FEET; THENCE NORTH 72 DEGREES 35 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 30.64 FEET RETURNING TO THE EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD A-1-A; THENCE NORTH 17 DEGREES 08 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 16.99 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.012 ACRES MORE OR LESS.


**GENERAL NOTES:**

1. BEARING STRUCTURE BASED ON ASSUMED BEARING (N 89°31'08" E) BEING THE NORTH BOUNDARY LINE PER PLAT SEA COLONY, UNIT 1 OF THE BEACH CLUB AT ANASTASIA RESIDENTIAL CLUSTER DEVELOPMENT, AS RECORDED IN MAP BOOK 36, PAGES 1-11, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
2. LEGAL DESCRIPTION NEW PER UPHAM INC.
3. THIS SKETCH IS NOT FULL AND COMPLETE UNLESS SHEETS 1 AND 2 ARE TOGETHER.
4. THE CLOSURE WAS VERIFIED USING COORDINATE GEOMETRY SOFTWARE. THE BEARINGS AND DISTANCES SHOWN IN THE DESCRIPTION WILL RETURN A LESSER CLOSURE DUE TO STANDARD ROUNDING OF NUMBERS.  
THE DESCRIPTION CLOSURE IS 1 : 1,969,401

THIS IS NOT A SURVEY  
SKETCH & DESCRIPTION

SHEET 1 OF 2

SAINT AUGUSTINE BEACH

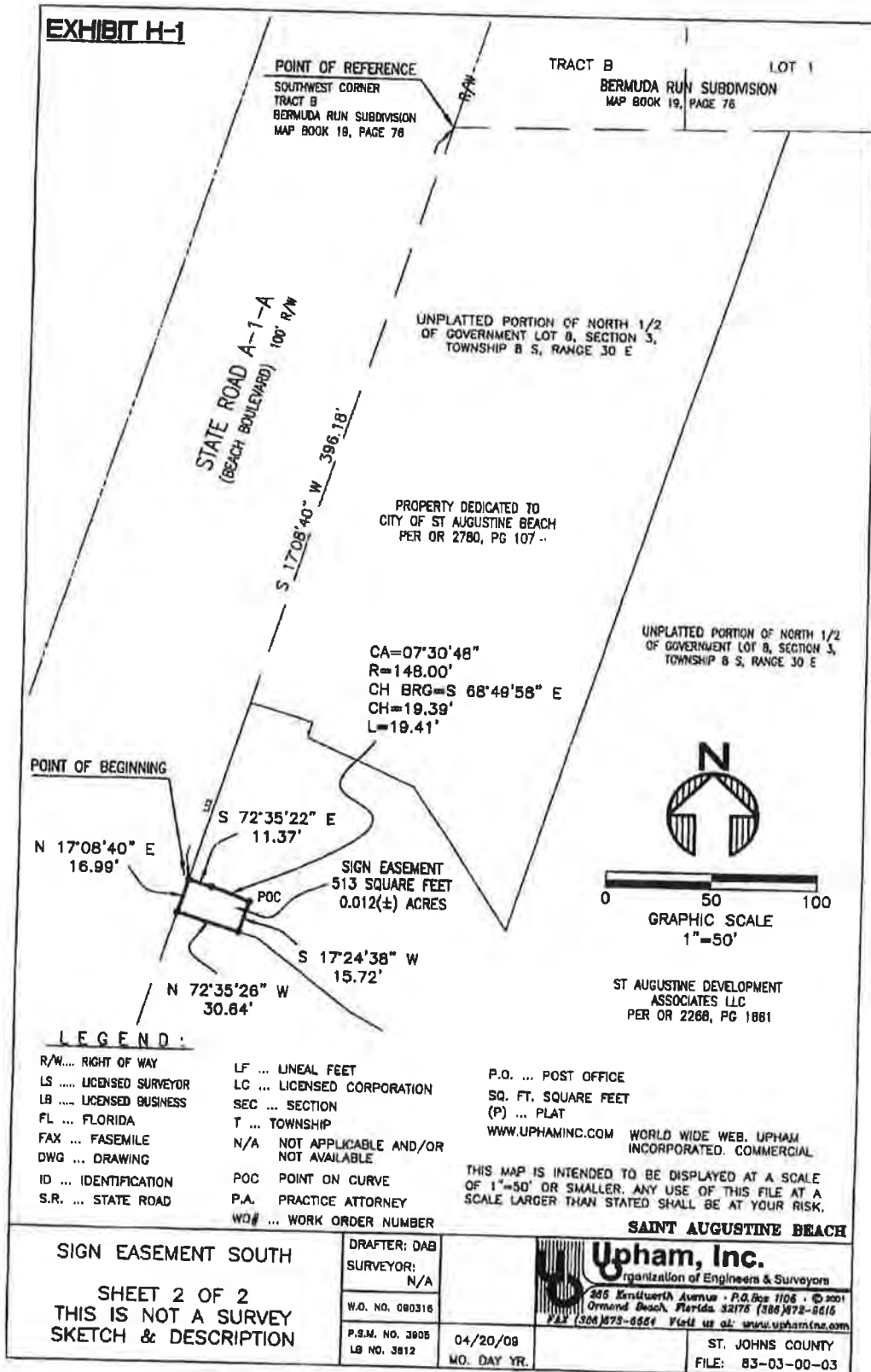
<small>THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 11617-9, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</small>	DRAFTER: DAG SURVEYOR: N/A	 <b>Upham, Inc.</b> <small>Organization of Engineers &amp; Surveyors</small> 355 Kentworth Avenue • P.O. Box 1105 • © 2001 Ormond Beach, Florida 32176 (386) 772-9616 FAX (386) 775-8666 Visit us at: www.uphaminc.com
	W.O. NO. 090318 P.S.M. NO. 3608 LB NO. 3612	

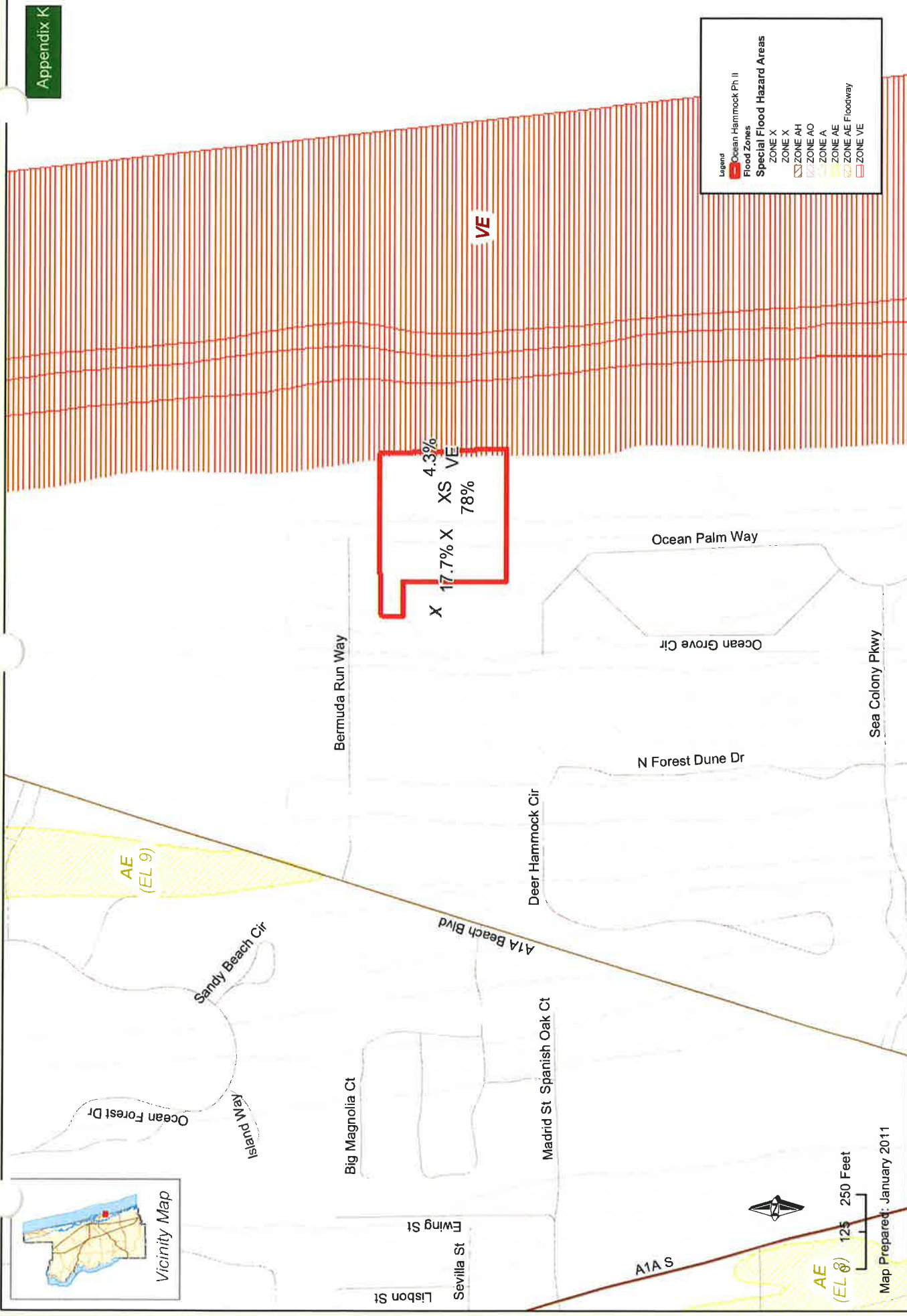
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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**EXHIBIT H-1**  
**Sketch of Survey of Signage Easement Area (South)**







# 100 year Floodplain Ocean Hammock Phase II

Appendix L

FLORIDA NATURAL AREAS INVENTORY

FIELD REPORT FORM - OCCURRENCES OF SPECIAL ANIMALS

Scientific Name: \_\_\_\_\_

County: \_\_\_\_\_

Common Name: \_\_\_\_\_

Date observed: \_\_\_\_\_

Basis for Identification: \_\_\_\_\_

Investigator: \_\_\_\_\_

Location of Animal (please attach map and give specific directions; if possible, mark site on copy of USGS 7.5 minute topo map or draw detailed map on back of this page):

Describe habitat/plant community, list dominant species:

Extent of this habitat at site that may support animal (e.g., acres, miles) \_\_\_\_\_

Number of individuals (or nests, burrows, etc.) seen: \_\_\_\_\_

Estimated no. of individuals in population: \_\_\_\_\_

Age/population structure (adults, young, etc.) \_\_\_\_\_

Ecological/behavioral notes (e.g., reproductive stage, activity type, feeding, flying, nesting):

Have you seen this species at the same location in the past? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please give date(s): \_\_\_\_\_ Previous condition: \_\_\_\_\_

Is there evidence of disturbance at the site? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please describe:

Owner(s) of site: \_\_\_\_\_

Is owner protecting this animal? Yes \_\_\_ No \_\_\_\_\_

Conservation/Management

Needs \_\_\_\_\_

Comments (other useful information concerning this animal and site - e.g., names and addresses of individuals who might be helpful, publications, museum specimen numbers, etc.) \_\_\_\_\_

(please include any additional information on the back of this sheet.)

Additional forms may be obtained upon request. Please send completed field report forms to:

Submitted by: \_\_\_\_\_

Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_

Phone \_\_\_\_\_ Date: \_\_\_\_\_

Zoologist

Florida Natural Areas Inventory

1018 Thomasville Rd., Suite 200-C

Tallahassee, FL 32303; ph. (850) 224-8207

Fax (850) 681-9364; dhipes@fnai.org

\*\* note: each form should include only one species, one locality, and one date

## Appendix L

### FLORIDA NATURAL AREAS INVENTORY FIELD REPORT FORM FOR RARE PLANTS

Thank you for taking the time to complete and mail this form. Information from knowledgeable individuals such as yourself makes an important contribution to the FNAI Biological Conservation Database. If you need help with this form, or would like additional information, please call the FNAI Botanist at 850-224-8207.

Scientific name: \_\_\_\_\_ Common name: \_\_\_\_\_

Basis for identification or manual used: \_\_\_\_\_ Date(s) seen: \_\_\_\_\_

Photograph taken? \_\_\_\_\_ Specimen deposited at a herbarium? \_\_\_\_\_ Name of herbarium: \_\_\_\_\_

Quad name: \_\_\_\_\_ County: \_\_\_\_\_ Site or managed area name: \_\_\_\_\_

Directions (mark site on copy of USGS 7.5 minute quad map or aerial photo and attach to this form, or draw a detailed map on back of this page that shows boundary of population, and/or give GPS location (latitude/longitude): \_\_\_\_\_

Describe the site: habitat/plant community; topography; hydrology; dominant species in tree, shrub, and ground layers: \_\_\_\_\_

Estimated Size of Population (no. of individuals, size of area occupied, and % of that area occupied by this species): \_\_\_\_\_

Are you confident this is the full extent of the population? Yes\_\_\_ No\_\_\_

Is further survey needed? Yes\_\_\_ No\_\_\_

Flowering? Yes\_\_\_ No\_\_\_ Fruiting? Yes\_\_\_ No\_\_\_ In bud? Yes\_\_\_ No\_\_\_ In leaf? Yes\_\_\_ No\_\_\_ Dormant? Yes\_\_\_ No\_\_\_

Have you seen this species at the same location in the past? Yes\_\_\_ No\_\_\_ If yes, give dates: \_\_\_\_\_ If yes, describe changes, if any, to site and population since last visit \_\_\_\_\_

Are there disturbances or threats (e.g. vehicle use, trash dumping, fire suppression, exotic species invasion) to the population? If yes, describe: \_\_\_\_\_

Is there evidence (e.g., fire breaks, scorching) of the use of fire at the site? Yes\_\_\_ No\_\_\_ If yes, describe and give dates of recent fires, if known \_\_\_\_\_

Other useful information concerning the population, its ecological conditions, management history, management needs, names of individuals who might be helpful, etc.: \_\_\_\_\_

Your name: \_\_\_\_\_ Tel no.: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Please include any additional information on the back of this sheet and send this form to: Botanist, Florida Natural Areas Inventory, 1018 Thomasville Rd., Suite 200-C, Tallahassee, FL 32303. THANK YOU!

K:\sci\_info\botany\field form-rare plants\101305 October 13, 2005



## Appendix M

1018 Thomasville Road  
Suite 200-C  
Tallahassee, FL 32303  
850-224-8207  
fax 850-681-9364  
www.fnai.org

August 25, 2016

Patricia Douylliez  
City of St. Augustine Beach  
2200 A1A South  
St. Augustine Beach, FL 32080

Dear Ms. Douylliez,

Thank you for requesting information from the Florida Natural Areas Inventory (FNAI). We have compiled the following information for your project area.

**Project:** Ocean Hammock Park Phase II  
**Date Received:** 8/23/2016  
**Location:** St. Johns County

### Locally Significant Natural Area Status

We have determined that this site does meet the criteria for a Locally Significant Natural Area (LNA) for purposes of Florida Communities Trust proposal evaluations. The attached table details how the site matches the FNAI criteria for LNA status.

### Element Occurrences

A search of our maps and database indicates that we currently have a few element occurrences mapped in the vicinity of the study area (see enclosed map and element occurrence table). Please be advised that a lack of element occurrences in the FNAI database is not a sufficient indication of the absence of rare or endangered species on a site.

### Federally Listed Species

Our data indicate federally listed species, particularly *Caretta caretta* (Loggerhead Sea Turtle), *Chelonia mydas* (Green Sea Turtle), and *Dermochelys coriacea* (Leatherback Sea Turtle), are present very near this site (see enclosed map and tables for details). This statement should not be interpreted as a legal determination of presence or absence of federally listed species on a property.

*The element occurrences data layer includes occurrences of rare species and natural communities. The map legend indicates that some element occurrences occur in the general vicinity of the label point. This may be due to lack of precision of the source data, or an element that occurs over an extended area (such as a wide ranging species or large natural community). For animals and plants, element occurrences generally refer to more than a casual sighting; they usually indicate a viable population of the species. Note that some element occurrences represent historically documented observations which may no longer be extant. Extirpated element occurrences will be marked with an 'X' following the occurrence label on the enclosed map.*

### Likely and Potential Rare Species

In addition to documented occurrences, other rare species and natural communities may be identified on or near the site based on habitat models and species range models (see enclosed Biodiversity



Florida Resources  
and Environmental  
Analysis Center

Institute of Science  
and Public Affairs

The Florida State University

*Tracking Florida's Biodiversity*



Matrix Report). These species should be taken into consideration in field surveys, land management, and impact avoidance and mitigation.

*FNAI habitat models indicate areas, which based on land cover type, offer suitable habitat for one or more rare species that is known to occur in the vicinity. Habitat models have been developed for approximately 300 of the rarest species tracked by the Inventory, including all federally listed species.*

*FNAI species range models indicate areas that are within the known or predicted range of a species, based on climate variables, soils, vegetation, and/or slope. Species range models have been developed for approximately 340 species, including all federally listed species.*

*The FNAI Biodiversity Matrix Geodatabase compiles Documented, Likely, and Potential species and natural communities for each square mile Matrix Unit statewide.*

### **Managed Areas**

Portions of the site appear to be located adjacent to the Ocean Hammock Park, managed by the City of St. Augustine Beach.

*The Managed Areas data layer shows public and privately managed conservation lands throughout the state. Federal, state, local, and privately managed conservation lands are included.*

The Inventory always recommends that professionals familiar with Florida's flora and fauna conduct a site-specific survey to determine the current presence or absence of rare, threatened, or endangered species.

Please visit [www.fnai.org/trackinglist.cfm](http://www.fnai.org/trackinglist.cfm) for county or statewide element occurrence distributions and links to more element information.

The database maintained by the Florida Natural Areas Inventory is the single most comprehensive source of information available on the locations of rare species and other significant ecological resources. However, the data are not always based on comprehensive or site-specific field surveys. Therefore this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. Inventory data are designed for the purposes of conservation planning and scientific research, and are not intended for use as the primary criteria for regulatory decisions.

Information provided by this database may not be published without prior written notification to the Florida Natural Areas Inventory, and the Inventory must be credited as an information source in these publications. FNAI data may not be resold for profit.

Thank you for your use of FNAI services. An invoice will be mailed separately. If I can be of further assistance, please contact me at (850) 224-8207 or at [npasco@fnai.fsu.edu](mailto:npasco@fnai.fsu.edu).

Sincerely,

*Nathan Pasco*

Nathan Pasco  
GIS / Data Services

Encl

## FNAI Locally Significant Natural Area Criteria



**Date:** 25-Aug-16  
**Site Name:** Ocean Hammock Park Phase II  
**County:** St Johns  
**Requested by:** Patricia Douylliez  
**Total Site Acres:** 4.5

**Site must meet any 1 of the 4 Criteria below to qualify as an LNA:**

	Minimum Acres Needed to Qualify	Acres on Site	Criterion Met	Notes
<b>1. FNAIHAB Priorities 1-3</b>				
plants	6	0	N	
invertebrates	5	0	N	
birds	10	0	N	
reptiles	10	0	N	
amphibians	10	0	N	
fish	10	0	N	
mammals	20	0	N	
<b>2. Natural Communities</b>				
upland glade	1	0	N	
pine rockland	1	0	N	
scrub	5	0	N	
rockland hammock	5	0	N	
seepage slope	1	0	N	
coastal uplands	1	4.5	N	
sandhill upland lake	1	0	N	
sandhill	20	0	N	
dry prairie	20	0	N	
upland hardwood	50	0	N	
pine flatwoods	50	0	N	
<b>3. Potential Natural Areas</b>				
Priorities 1-4	20	0	N	

#### 4. FNAI Element Occurrences

*EO must be Srank S1-S3, AND EITHER (EO Rank A, B, C OR Grank G1-G3); AND Last Obs < 20 years*

Sname	State Rank	EO Rank	Global Rank	Last Obs Date
None				

*\*The spatial extents of some wide-ranging species are not fully represented by FNAI element occurrences. For those species, reliable habitat data are used to determine if a site meets LNA criteria. An element occurrence may not appear on the enclosed map for these species.*

**NOTE:** All acreages for Criteria 1-3 are calculated from FNAI GIS data layers. These data are primarily based on remotely sensed information such as satellite imagery and aerial photography. FNAI makes every effort to maintain the most accurate statewide data available, but no statewide data will be 100% accurate for every site.

**Documentation for LNA criteria and all data is attached to this report.**

*This document revised 4 August 2016.*

# St. Johns County

Site boundaries are approximate.

## Ocean Hammock Park Phase II

1018 Thomasville Road  
Suite 200-C  
Tallahassee, FL 32303  
(850) 224-8207  
(850) 681-9364 Fax  
www.fnai.org

### FLORIDA Natural Areas INVENTORY

#### Element Occurrences

- Animals
- Plants
- Communities
- Other
- Data Sensitive
- Point Indicates General  
Vicinity of Element

U.S. Fish & Wildlife Service  
Scrub Jay Survey 1992-96

#### Conservation Lands

- Federal
- State
- Local
- Private
- State Aquatic Preserves

#### Land Acquisition Projects

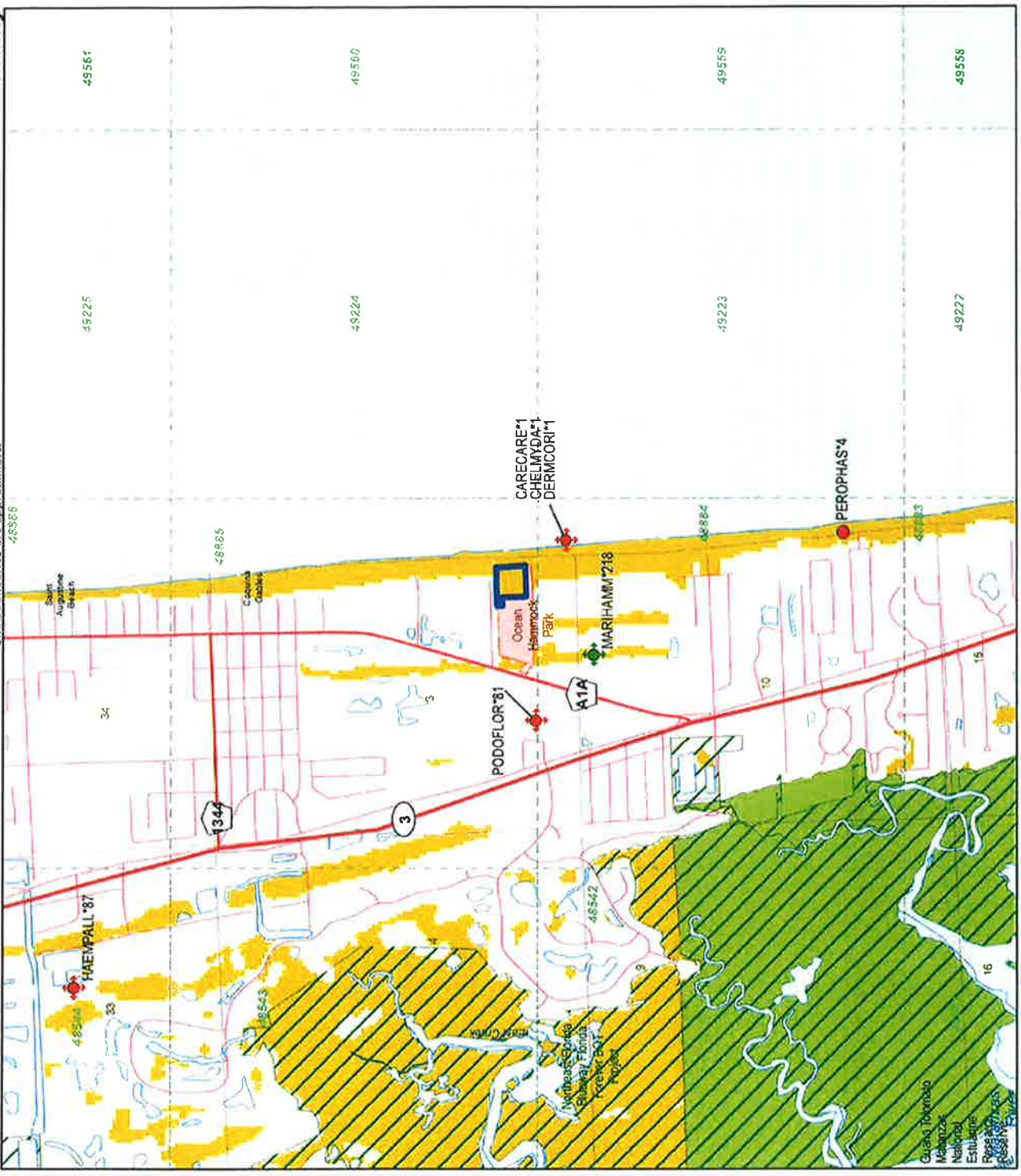
Florida Forever  
Board of Trustees Projects

- FNAI Rare Species  
Habitat
- FNAI Biodiversity Matrix  
Square Mile Units

#### County Boundary

- Interstate
- Turnpike
- Major Highway
- Local Road
- Railroad (inactive railroads  
shown in Gray)
- Water

NOTE  
Map should not be interpreted without  
accompanying documents.



Map produced by NDP  
8/25/2016



1018 Thomasville Road  
Suite 200-C  
Tallahassee, FL 32303  
(850) 224-8207  
(850) 681-9364 Fax  
www.fnai.org

## FNAI ELEMENT OCCURRENCE REPORT on or near

### Ocean Hammock Park Phase II



Global State Federal State Observation				EO Comments	
Map Label	Scientific Name	Common Name	Rank	Status	Description
CARECARE*1	<i>Caretta caretta</i>	Loggerhead Sea Turtle	G3	S3	Atlantic Coast beaches and dunes. Some beaches are adjacent to highly developed lands, and others are included within managed natural areas.
CHELMYDA*1	<i>Chelonia mydas</i>	Green Sea Turtle	G3	S2S3	Atlantic Coast beaches and dunes. Many are bordered by development, though some are protected as natural areas.
DERMOCORI*1	<i>Dermochelys coriacea</i>	Leatherback Sea Turtle	G2	S2	Atlantic coast beaches and dunes.
HAEMPALL*87	<i>Haematopus palliatus</i>	American Oystercatcher	G5	S2	No general description given
MARIHAMM*218	Maritime hammock		G3	S2	MARITIME HAMMOCK DOMINATED BY VIRGINIA LIVE OAK.
PEROPHAS*4	<i>Peromyscus polionotus phasma</i>	Anastasia Island Beach Mouse	G5T1	S1	BEACH DUNE
PODOFLOR*81	<i>Peromyscus floridanus</i>	Florida Mouse	G3	S3	Beach dune and transition to Maritime Hammock

Nesting beaches of the North Florida genetic subunit as defined by Shramlin et al. (2011) (A11SHA01FLUS). This includes all observed and likely habitat from Fort Clinch to Ponce de Leon Inlet. From 2008-2012, the surveyed beaches had annual nesting densities ranging from 0.02 to 240.14 nests per km; the highest nesting densities were in the vicinities of J

Observed and likely nesting beaches from the Georgia border to Cape Florida State Park. From 2008-2012, the surveyed beaches had annual nesting densities ranging from 0.02 to 240.14 nests per km; the highest nesting densities were in the vicinities of J

Observed and likely nesting beaches from Georgia border to Cape Florida. Between 2008-2012, the surveyed beaches had annual nesting densities ranging from 0.03 to 20.75 nests per kilometer (U13FWC01FLUS). Nesting densities are highest on beaches in the

1976: 08/11 5 birds; 09/05 9, 1977: 9/05 4 birds; 9/24 4, 1978: 8/02 2 birds; 6/16 9.

2004: Update to last obs date was based on interpretation of aerial photography (previous value was 1992-04-22) (U05FNA02FLUS). CANOPY 15-25' HIGH DOMINATED BY VIRGINIA LIVE OAK WITH OCCASIONAL REDBAY AND MAGNOLIA. CABBAGE PALMS VERY RARE. UNDERSTORY MOS

BETWEEN 22 MAY - 12 JUNE 1986, 3 PEROMYSCUS POLIONOTUS PHASMA WERE TRAPPED DURING 120 ADJUSTED TRAP NIGHTS.

1948-1957: 6 individuals collected from the general area of Anastasia Island (U85FSM01FLUS).





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FLORIDA  
**Natural Areas**  
INVENTORY

## Florida Natural Areas Inventory Biodiversity Matrix Report



Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing
<b>Matrix Unit ID: 48885</b>					
<b>Documented</b>					
<i>Dermochelys coriacea</i>	Leatherback Sea Turtle	G2	S2	LE	FE
<b>Likely</b>					
<i>Caretta caretta</i>	Loggerhead Sea Turtle	G3	S3	T	FT
<i>Chelonia mydas</i>	Green Sea Turtle	G3	S2S3	LE	FE
Maritime hammock		G3	S2	N	N
<i>Mycteria americana</i>	Wood Stork	G4	S2	LT	FT
<i>Peromyscus polionotus phasma</i>	Anastasia Island Beach Mouse	G5T1	S1	LE	FE
<b>Potential</b>					
<i>Acipenser oxyrinchus oxyrinchus</i>	Atlantic Sturgeon	G3T3	S1	LE	FE
<i>Agonostomus monticola</i>	Mountain Mullet	G5	S3	N	N
<i>Asplenium heteroresiliens</i>	Wagner's Spleenwort	GNA	S1	N	N
<i>Calopogon multiflorus</i>	Many-flowered Grass-pink	G2G3	S2S3	N	T
<i>Centrosema arenicola</i>	Sand Butterfly Pea	G2Q	S2	N	E
<i>Charadrius melodus</i>	Piping Plover	G3	S2	LT	FT
<i>Drymarchon couperi</i>	Eastern Indigo Snake	G3	S3	LT	FT
<i>Eretmochelys imbricata</i>	Hawksbill Sea Turtle	G3	S1	LE	FE
<i>Gopherus polyphemus</i>	Gopher Tortoise	G3	S3	C	ST
<i>Haematopus palliatus</i>	American Oystercatcher	G5	S2	N	SSC
<i>Lechea cernua</i>	Nodding Pinweed	G3	S3	N	T
<i>Litsea aestivalis</i>	Pondspice	G3?	S2	N	E
<i>Lythrum curtissii</i>	Curtiss' Loosestrife	G1	S1	N	E
<i>Matelea floridana</i>	Florida Spiny-pod	G2	S2	N	E
<i>Monotropsis reynoldsiae</i>	Pygmy Pipes	G1Q	S1	N	E
<i>Nemastylis floridana</i>	Celestial Lily	G2	S2	N	E
<i>Neovison vison lutescens</i>	Atlantic Salt Marsh Mink	G5T3	S3	N	N
<i>Nolina atopocarpa</i>	Florida Beargrass	G3	S3	N	T
<i>Pituophis melanoleucus mugitus</i>	Florida Pine Snake	G4T3	S3	N	SSC
<i>Podomys floridanus</i>	Florida Mouse	G3	S3	N	SSC
<i>Trichechus manatus</i>	West Indian Manatee	G2	S2	LE	FE
<i>Ursus americanus floridanus</i>	Florida Black Bear	G5T2	S2	N	N

**Definitions:** Documented - Rare species and natural communities documented on or near this site.  
Documented-Historic - Rare species and natural communities documented, but not observed/reported within the last twenty years.  
Likely - Rare species and natural communities likely to occur on this site based on suitable habitat and/or known occurrences in the vicinity.  
Potential - This site lies within the known or predicted range of the species listed.



## Elements and Element Occurrences

An **element** is any exemplary or rare component of the natural environment, such as a species, natural community, bird rookery, spring, sinkhole, cave, or other ecological feature.

An **element occurrence (EO)** is an area of land and/or water in which a species or natural community is, or was, present. An EO should have practical conservation value for the Element as evidenced by potential continued (or historical) presence and/or regular recurrence at a given location.

## Element Ranking and Legal Status

Using a ranking system developed by NatureServe and the Natural Heritage Program Network, the Florida Natural Areas Inventory assigns two ranks for each element. The global rank is based on an element's worldwide status; the state rank is based on the status of the element in Florida. Element ranks are based on many factors, the most important ones being estimated number of Element Occurrences (EOs), estimated abundance (number of individuals for species; area for natural communities), geographic range, estimated number of adequately protected EOs, relative threat of destruction, and ecological fragility.

### **FNAI GLOBAL ELEMENT RANK**

- G1** = Critically imperiled globally because of extreme rarity (5 or fewer occurrences or less than 1000 individuals) or because of extreme vulnerability to extinction due to some natural or man-made factor.
- G2** = Imperiled globally because of rarity (6 to 20 occurrences or less than 3000 individuals) or because of vulnerability to extinction due to some natural or man-made factor.
- G3** = Either very rare and local throughout its range (21-100 occurrences or less than 10,000 individuals) or found locally in a restricted range or vulnerable to extinction from other factors.
- G4** = Apparently secure globally (may be rare in parts of range).
- G5** = Demonstrably secure globally.
- GH** = Of historical occurrence throughout its range, may be rediscovered (e.g., ivory-billed woodpecker).
- GX** = Believed to be extinct throughout range.
- GXC** = Extirpated from the wild but still known from captivity or cultivation.
- G#?** = Tentative rank (e.g., G2?).
- G#G#** = Range of rank; insufficient data to assign specific global rank (e.g., G2G3).
- G#T#** = Rank of a taxonomic subgroup such as a subspecies or variety; the G portion of the rank refers to the entire species and the T portion refers to the specific subgroup; numbers have same definition as above (e.g., G3T1).
- G#Q** = Rank of questionable species - ranked as species but questionable whether it is species or subspecies; numbers have same definition as above (e.g., G2Q).
- G#T#Q** = Same as above, but validity as subspecies or variety is questioned.
- GU** = Unrankable; due to a lack of information no rank or range can be assigned (e.g., GUT2).
- GNA** = Ranking is not applicable because the element is not a suitable target for conservation (e.g. a hybrid species).
- GNR** = Element not yet ranked (temporary).
- GNRTR** = Neither the element nor the taxonomic subgroup has yet been ranked.

### **FNAI STATE ELEMENT RANK**

- S1** = Critically imperiled in Florida because of extreme rarity (5 or fewer occurrences or less than 1000 individuals) or because of extreme vulnerability to extinction due to some natural or man-made factor.
- S2** = Imperiled in Florida because of rarity (6 to 20 occurrences or less than 3000 individuals) or because of vulnerability to extinction due to some natural or man-made factor.
- S3** = Either very rare and local in Florida (21-100 occurrences or less than 10,000 individuals) or found locally in a restricted range or vulnerable to extinction from other factors.
- S4** = Apparently secure in Florida (may be rare in parts of range).
- S5** = Demonstrably secure in Florida.
- SH** = Of historical occurrence in Florida, possibly extirpated, but may be rediscovered (e.g., ivory-billed woodpecker).
- SX** = Believed to be extirpated throughout Florida.
- SU** = Unrankable; due to a lack of information no rank or range can be assigned.
- SNA** = State ranking is not applicable because the element is not a suitable target for conservation (e.g. a hybrid species).
- SNR** = Element not yet ranked (temporary).

## **FEDERAL LEGAL STATUS**

Legal status information provided by FNAI for information only. For official definitions and lists of protected species, consult the relevant federal agency.

Definitions derived from U.S. Endangered Species Act of 1973, Sec. 3. Note that the federal status given by FNAI refers only to Florida populations and that federal status may differ elsewhere.

**C** = Candidate species for which federal listing agencies have sufficient information on biological vulnerability and threats to support proposing to list the species as Endangered or Threatened.  
**E** = Endangered: species in danger of extinction throughout all or a significant portion of its range.  
**E, T** = Species currently listed endangered in a portion of its range but only listed as threatened in other areas  
**E, PDL** = Species currently listed endangered but has been proposed for delisting.  
**E, PT** = Species currently listed endangered but has been proposed for listing as threatened.  
**E, XN** = Species currently listed endangered but tracked population is a non-essential experimental population.  
**T** = Threatened: species likely to become Endangered within the foreseeable future throughout all or a significant portion of its range.  
**PE** = Species proposed for listing as endangered  
**PS** = Partial status: some but not all of the species' infraspecific taxa have federal  
**PT** = Species proposed for listing as threatened  
**SAT** = Treated as threatened due to similarity of appearance to a species which is federally listed such that enforcement personnel have difficulty in attempting to differentiate between the listed and unlisted species.  
**SC** = Not currently listed, but considered a "species of concern" to USFWS.

## **STATE LEGAL STATUS**

Provided by FNAI for information only. For official definitions and lists of protected species, consult the relevant state agency.

**Animals:** Definitions derived from "Florida's Endangered Species and Species of Special Concern, Official Lists" published by Florida Fish and Wildlife Conservation Commission, 1 August 1997, and subsequent updates.

**C** = Candidate for listing at the Federal level by the U. S. Fish and Wildlife Service  
**FE** = Listed as Endangered Species at the Federal level by the U. S. Fish and Wildlife Service  
**FT** = Listed as Threatened Species at the Federal level by the U. S. Fish and Wildlife Service  
**FXN** = Federal listed as an experimental population in Florida  
**FT(S/A)** = Federal Threatened due to similarity of appearance  
**ST** = State population listed as Threatened by the FFWCC. Defined as a species, subspecies, or isolated population which is acutely vulnerable to environmental alteration, declining in number at a rapid rate, or whose range or habitat is decreasing in area at a rapid rate and as a consequence is destined or very likely to become an endangered species within the foreseeable future.  
**SSC** = Listed as Species of Special Concern by the FFWCC. Defined as a population which warrants special protection, recognition, or consideration because it has an inherent significant vulnerability to habitat modification, environmental alteration, human disturbance, or substantial human exploitation which, in the foreseeable future, may result in its becoming a threatened species. (SSC\* for *Pandion haliaetus* (Osprey) indicates that this status applies in Monroe county only.)  
**N** = Not currently listed, nor currently being considered for listing.

**Plants:** Definitions derived from Sections 581.011 and 581.185(2), Florida Statutes, and the Preservation of Native Flora of Florida Act, 5B-40.001. FNAI does not track all state-regulated plant species; for a complete list of state-regulated plant species, call Florida Division of Plant Industry, 352-372-3505 or see: <http://www.doacs.state.fl.us/pi/>.

**E** = Endangered: species of plants native to Florida that are in imminent danger of extinction within the state, the survival of which is unlikely if the causes of a decline in the number of plants continue; includes all species determined to be endangered or threatened pursuant to the U.S. Endangered Species Act.  
**T** = Threatened: species native to the state that are in rapid decline in the number of plants within the state, but which have not so decreased in number as to cause them to be Endangered.  
**N** = Not currently listed, nor currently being considered for listing.

## Element Occurrence Ranking

FNAI ranks of quality of the element occurrence in terms of its viability (EORANK). Viability is estimated using a combination of factors that contribute to continued survival of the element at the location. Among these are the size of the EO, general condition of the EO at the site, and the conditions of the landscape surrounding the EO (e.g. an immediate threat to an EO by local development pressure could lower an EO rank).

**A** = Excellent estimated viability  
**A?** = Possibly excellent estimated viability  
**AB** = Excellent or good estimated viability  
**AC** = Excellent, good, or fair estimated viability  
**B** = Good estimated viability  
**B?** = Possibly good estimated viability  
**BC** = Good or fair estimated viability  
**BD** = Good, fair, or poor estimated viability  
**C** = Fair estimated viability  
**C?** = Possibly fair estimated viability  
**CD** = Fair or poor estimated viability  
**D** = Poor estimated viability  
**D?** = Possibly poor estimated viability  
**E** = Verified extant (viability not assessed)  
**F** = Failed to find  
**H** = Historical  
**NR** = Not ranked, a placeholder when an EO is not (yet) ranked  
**U** = Unrankable  
**X** = Extirpated

\*For additional detail on the above ranks see: <http://www.natureserve.org/explorer/eorankguide.htm>

FNAI also uses the following EO ranks:

**H?** = Possibly historical  
**F?** = Possibly failed to find  
**X?** = Possibly extirpated

The following offers further explanation of the H and X ranks as they are used by FNAI:

The rank of H is used when there is a lack of recent field information verifying the continued existence of an EO, such as (a) when an EO is based only on historical collections data; or (b) when an EO was ranked A, B, C, D, or E at one time and is later, without field survey work, considered to be possibly extirpated due to general habitat loss or degradation of the environment in the area. This definition of the H rank is dependent on an interpretation of what constitutes "recent" field information. Generally, if there is no known survey of an EO within the last 20 to 40 years, it should be assigned an H rank. While these time frames represent suggested maximum limits, the actual time period for historical EOs may vary according to the biology of the element and the specific landscape context of each occurrence (including anthropogenic alteration of the environment). Thus, an H rank may be assigned to an EO before the maximum time frames have lapsed. Occurrences that have not been surveyed for periods exceeding these time frames should not be ranked A, B, C, or D. The higher maximum limit for plants and communities (i.e., ranging from 20 to 40 years) is based upon the assumption that occurrences of these elements generally have the potential to persist at a given location for longer periods of time. This greater potential is a reflection of plant biology and community dynamics. However, landscape factors must also be considered. Thus, areas with more anthropogenic impacts on the environment (e.g., development) will be at the lower end of the range, and less-impacted areas will be at the higher end.

The rank of X is assigned to EOs for which there is documented destruction of habitat or environment, or persuasive evidence of eradication based on adequate survey (i.e., thorough or repeated survey efforts by one or more experienced observers at times and under conditions appropriate for the Element at that location).



**Florida Natural Areas Inventory**  
**Criteria for**  
**“Locally Significant Natural Area” Status**  
**for FCT Applications**  
rev. 8 August 2016

FCT and FNAI have determined that in order for a site to receive 5 points for the “FNAI question” on the FCT proposal, it must be considered a “Locally Significant Natural Area” (LNA) by FNAI. FNAI will evaluate each site and consider the site a LNA if it meets any one of the following four criteria:

NOTE: for criteria 1-3, minimum acreages need not apply if the site is adjacent to an existing Managed Area (federal, state, local, or private conservation land in the FNAI Managed Areas database, or a state aquatic preserve) and the resource in question continues onto the adjacent Managed Area.

1. Site contains FNAI Rare Species Habitat Conservation Priorities (FNAIHAB) priorities 1, 2, or 3. In order to qualify, the site must contain a minimum acreage based on the species habitat included: plants or invertebrates, minimum 5 acres; birds, reptiles, amphibians, fish, minimum 10 acres; mammals, minimum 20 acres. Meeting the minimum acreage for any one species type is sufficient.
2. Site contains one of the following natural communities at or above the respective minimum acreage: upland glade, 1 acre; pine rockland, 1 acre; scrub, 5 acres; rockland hammock, 5 acres; seepage slope, 1 acre; coastal uplands, 1 acre; sandhill, 20 acres; sandhill upland lake, 1 acre; dry prairie, 20 acres; upland hardwood forest, 50 acres; mesic pine flatwoods, 50 acres. Determination will be based on natural community GIS models.
3. Site contains a minimum of 20 acres of a FNAI Potential Natural Area (PNA), priority 1, 2, 3, or 4.
4. Site contains a FNAI Element Occurrence (EO) with a State rarity rank of S1, S2, or S3, and an EO Rank of A, B, or C. If the EO lacks an EO Rank, it must have a Global rank of G1, G2, or G3. The LastObs date of the EO must be less than 20 years old. An EO will be counted as occurring on a site if:
  - a. Locational Uncertainty is Negligible; or
  - b. Representation Accuracy is High or Very High; or
  - c. Entire EO polygon lies within the site boundary.

FNAI will provide a site map and letter to the applicant explaining clearly whether the site meets the criteria for a Locally Significant Natural Area, and if so which criteria are met by the site.

Due to frequent updates of FNAI data and analyses, the LNA criteria may be adjusted slightly from year to year by FNAI. However, FNAI will make no substantial changes to the process without conferring with FCT.

## **FNAI Rare Species Habitat Conservation Priorities**

### **Measure definition**

The FNAI Habitat Conservation Priorities data layer (FNAIHAB) prioritizes places on the landscape that would protect both the greatest number of rare species and those species with the greatest conservation need. We developed the data layer by first selecting species with the greatest conservation need in Florida and developing habitat maps around known occurrences of those species. The Inventory currently has more than 30,000 occurrence records for Florida's rare and endangered species in the form of point locations. For this data layer we wanted to identify habitat areas, based on these point locations that represent the geographic extent of the species occurrence on the landscape. We created habitat polygons only around known occurrences, rather than creating polygons of potential habitat where no occurrence records exist. In using this method, we are able to definitively say that acquisition of a habitat area serves to protect a particular species because we have documentation of the species at that site. The habitats were then ranked based on quality/suitability for the species and the species were weighted based on conservation need. The weighted habitat maps for 281 species were then overlaid to determine overall conservation priorities for Florida's rarest species. The process of selecting species, creating habitat maps, weighting species by conservation need, and building the overlay model is discussed below.

### **Selection of Species**

In the current update (version 4.0) we wanted to broaden the number of species included, particularly for the rarest species, so we modified the criteria as follows:

- All G1 or T1 species (T1 refers to subspecies; e.g., a G5T1 would be included)
- All G2 or T2 species, UNLESS 10 or more EOs were on conservation lands at Baseline (the beginning of the Florida Forever program in 2001)
- All G3S1 or T3S1 species, UNLESS 10 or more EOs were on conservation lands at Baseline
- All Federally Listed species
- No G4 or G5 species, unless Federally Listed

An important exception to the criteria involves invertebrate species. FNAI has added a large number of invertebrate species to our database over the past ten years, and many still lack thorough information on locations, range, and life history. Therefore we elected to only include invertebrate species that have been included in previous versions of FNAIHAB, if they met the new criteria above. No additional invertebrate species have been added at this time, even if they meet the criteria. We plan to add more invertebrate species in future updates to the model.

FNAI scientists reviewed the entire target list and recommended deletions if habitat acquisition in Florida was not a conservation need for the species. Several species were removed from the target list based on this review.

The current target list contains 281 species, comprised of 151 plants, 64 vertebrates, and 66 invertebrates.



### **Habitat Mapping Method**

The current mapping method has been somewhat standardized in an attempt to be more objective, transparent, and consistent across species, but still involves selecting suitable land cover types surrounding a known occurrence location. Habitat mapping efforts for this update spanned 2009-2013, and land cover sources varied over that time, but the majority of mapping used the Cooperative Land Cover data set.

### Standard Method

The default method of habitat mapping is described here. Even for species where the standard method was used there may have been minor exceptions which are noted in appendices or internal FNAI documentation.

*EO Selection:* Certain element occurrences were not included in habitat mapping. Extirpated EOs were not mapped. Introduced populations (in places where historical populations were not known) were not mapped. A subset of extremely low-precision EOs known as “general precision” in earlier versions of the EO database were also not mapped (these are represented in the EO database as circles with an area of 49,431 acres).

*Buffers:* Two buffers are used to select and limit land cover polygons associated with an EO. The Primary buffer determines which land cover polygons in the vicinity will be selected, while the Maximum buffer limits the outer extent of land cover polygons at a specified distance from the EO. Each species was assigned a buffering radius based on the species’ biology (see Appendix G). For most plant species for example, the radius was 400 meters, while the radius was generally larger for vertebrates. Both Primary and Maximum buffers varied by species radius criteria and EO size.

**FNAIHAB Species Buffer Criteria**

EO polygon size:	<10 acres	10-99 acres	100-999 acres	>=1,000 acres AND	
				Rep Acc = High or Very High	Rep Acc < High
<b>Primary Buffer</b>	full radius	½ radius	¼ radius	¼ radius	1 meter
<b>Maximum Buffer</b>	4X radius	2X radius	2X radius	2X radius	2X radius

In the table above, “Rep Acc” refers to Representation Accuracy, a measure of spatial precision in the FNAI database. High or Very High Representation Accuracy indicates that much or all of the EO polygon is known to be occupied by the species, and therefore warrants a larger buffer beyond the EO to account for additional habitat likely to be used by the species.

For example, consider an EO polygon of size 50 acres for a plant species with a default radius of 400 meters. In this case the EO polygon would be buffered by 200 meters for the Primary Buffer, and the EO polygon would be buffered by 800 meters for the Maximum Buffer. If the same plant species had an EO polygon 2,000 acres in size with High Representation Accuracy, the EO polygon would be buffered by 100 meters for the Primary Buffer and 800 meters for the

Maximum Buffer (note that the Maximum buffer distances are based off the original EO polygon, not buffering the Primary Buffer).

The rationale for these buffers is based on the nature of FNAI Element Occurrence polygons. Because EOs are already buffered to account for potential spatial error, low-precision EOs tend to be larger than high-precision EOs. The attenuation of buffer sizes based on EO size is an attempt to avoid biasing habitat area mapped by original EO spatial precision.

*Selecting Land Cover:* For each species we determined suitable land cover classes in consultation with FNAI staff biologists (and for some species, outside experts) and individual EO habitat descriptions in the database. All suitable land cover polygons intersecting the Primary Buffer of a given EO were selected as habitat. Any polygons extending beyond the Maximum Buffer were cut off (clipped) at that buffer. (Technically, all suitable polygons intersecting the Maximum Buffer were dissolved into contiguous polygons before the Primary Buffer selection, then clipped at the Maximum Buffer.) In some cases polygons might be cutoff before the Maximum Buffer if obvious obstacles not accounted for in the land cover data were present (as observed on aerial photography).

#### Alternate Methods

*Aquatic Species:* Most of Florida's water bodies are state-owned sovereign lands and thus not candidates for a land acquisition program. Conservation needs for many aquatic species, however, extend to the terrestrial habitats buffering these waters; therefore, for fish, freshwater mussels, and other aquatic invertebrates, we identified upland areas that, if acquired, would serve to protect the aquatic habitats in which these species occur. For stream-dwelling species, the linear extent of the stream or river in which each species occurs was delineated. If the extent was unknown, we cut off the extent 1 mile downstream of the most downstream occurrence. The same method applied to upstream occurrences when the upstream extent was unknown. For species inhabiting lakes or ponds the habitat extent included the entire water body.

All contiguous wetlands within 1 mile of the water body were selected because of the important role of wetlands in improving or maintaining water quality in adjacent natural waterways (Department of Environmental Protection 1997). All natural uplands within 1000 feet were also included.

*Spring and cave species:* For aquatic cave and spring species, all habitat within 250 meters of the element occurrence, excluding intensive urban land use (CLC categories not categorized as "natural" or "semi-natural"), was included in the model. A buffer of 250 meters was deemed a reasonable terrestrial protection zone for aquatic caves and springs. For spring-dwelling species, the spring, or spring run was buffered by 250 m. For gray bat, *Myotis grisescens*, the only terrestrial cave species on the target list, natural landcover within 400 meters of known maternity caves was included as habitat in the model because this buffer helps ensure a forested corridor to the water bodies over which these bats forage.

*Keys Species:* For some species, the known extent of the population, rather than a distance radius, was used to delineate habitat. For example, for most island or keys species all appropriate habitat on the island where the species occurs was selected.

### *Eastern Indigo Snake:*

#### Species Occurrence Data

We selected FNAI Element Occurrences for indigo snake that met the following criteria: Last Observation date of 1992 or later (less than 20 years old), EO Rank  $\neq$  X or H (extirpated or historic), and Representation Accuracy (spatial precision)  $>$  Very Low. To this dataset we added additional occurrence data provided by Kevin Enge of FWC. We used a subset of FWC data that met the following criteria: source  $\neq$  FNAI (to eliminate redundant data), Year  $\geq$  1992, and Accuracy of Low, Medium, or High (did not include '?', 'Y', 'N'). Occurrence polygons were buffered using the standard Primary and Maximum buffering system, with a primary radius of 5,000 meters (so maximum buffers were 20,000 meters for occurrences  $<$  10 acres or 10,000 meters for occurrences  $\geq$  10 acres).

#### Base Map

We assigned land cover types into primary and secondary suitability for indigo snake. Primary land cover types represent the core preferred habitat for indigo snake (most natural uplands), while secondary types represent additional areas that indigo snakes will use if in the vicinity of core habitat (most natural wetlands; low-intensity agriculture). For simplicity we chose not to distinguish habitat preferences between north and south Florida for this species.

Generally speaking, primary habitat was selected within max buffers, and secondary habitat within a 100 meter buffer of the selected primary habitat was also added. After the selections, contiguous patches of habitat less than 1,000 acres in area were eliminated.

The final draft model was reviewed by Kevin Enge at FWC, who raised questions about the mapping results in south Florida, particularly the Everglades. The method for using occurrence data and starting patches to identify final base habitat was revised for south Florida populations to add additional habitat.

#### Suitability Scoring

In this case, we used the CLIP Landscape Integrity Index as an overlay on the indigo snake base map. The Landscape Integrity Index (LSI) is a measure of land uses and "intactness" of any given area and is also measured on a 10 point scale. An LSI score of 10 represents a very large expanse of natural land cover that is relatively remote from development, while a score of 1 represents a large area of intensive development (generally medium to large cities).

After review we did choose to distinguish between the majority of indigo snake habitat and several smaller isolated patches between 1,000 and 5,000 acres. So the final suitability scoring was assigned as shown in the following table:

Patch Size	Landscape Integrity			
	9-10	7-8	5-6	1-4
5,000 acres+	10	8	5	2
1,000 – 4,999 acres	8	5	2	2

### *Black Bear:*

#### Core Populations

The standard method of mapping land cover around EOs is less effective for wide-ranging species like black bear. Given available knowledge of black bear range and core populations, we chose to begin with the FWC black bear Primary and Secondary range polygons as a starting point for habitat mapping. This is analogous to the FNAI model for panther, which is based in the USFWS panther sub-team conservation zones for panthers in south Florida.

#### Base Map

We followed Tom Hctor's 2006 assignment of land cover types into Primary, Secondary, and Matrix habitat for black bear, and crosswalked those to the current CLC v2.3 land cover. We then selected all CLC land cover polygons matching one of the Hctor primary or secondary habitat categories that intersected FWC primary and secondary range polygons. Because the range polygons were not drawn with high spatial precision, we did not cutoff habitat at range edges, but buffered range by 5,000 meters, and used that as a cutoff for any polygons that extended far beyond the FWC range polys. Next we added matrix-type land cover polygons within a 1km buffer of selected primary/secondary habitat. Finally, isolated patches less than 100 hectares in size were eliminated. (Note: the FWC range includes barrier islands in the Florida panhandle; we elected not to include those in this bear habitat model.)

#### Suitability Scoring

The standard method of scoring suitability assigns a single score to each contiguous patch, but that approach was not practical for a wide-ranging species black bear where spatially distinct "patches" can extend for hundreds of miles.

In this case, we scored suitability of black bear habitat based on two criteria: the original FWC zone designation (primary vs. secondary), and the CLIP Landscape Integrity Index. The Landscape Integrity Index (LSI) is a measure of land uses and "intactness" of any given area and is also measured on a 10 point scale. An LSI score of 10 represents a very large expanse of natural land cover that is relatively remote from development, while a score of 1 represents a large area of intensive development (generally medium to large cities). The LSI was also used to score suitability for indigo snake, another wide-ranging habitat generalist species. Final suitability scoring criteria:

#### **In FWC Primary Zone:**

LSI	Primary Habitat	Secondary Habitat	Matrix Habitat
9-10	10	8	6
7-8	8	6	4
5-6	6	4	2
1-4	4	2	1

**In FWC Secondary Zone or beyond Zones (5 km buffer):**

LSI	Primary Habitat	Secondary Habitat	Matrix Habitat
9-10	8	6	4
7-8	6	4	2
5-6	4	2	1
1-4	2	-	-

*Panther:*

Previous Method – 2006

We included all natural and seminatural land cover classes within the Primary, Secondary, and Dispersal zones of the USFWS Panther Zones (Florida Panther Subteam of the Multi-Species/Ecosystem Recovery Implementation Team for South Florida 2002). We also included intensive agriculture (citrus, row crops) polygons within these zones if they contained a panther telemetry point. The model was prioritized and assigned values by zones: Primary = 10; Dispersal = 8; Secondary = 4. No areas north of the Caloosahatchee River were included.

Draft Method – 2012

*USFWS Panther Zones:* We followed the 2006 methodology but used the CLC v2.2 land cover, and excluded intensive agriculture regardless of telemetry points (per Dan Hipes).

*North of Caloosahatchee:* We first selected areas used by 3 or more individual cats based on June 2008 telemetry. We then created a separate primary buffer of 5,000 meters for each cat north of the Caloosahatchee. We converted these buffers to raster grids (value 1), added them together, and retained areas with three or more cats overlapping. We converted those areas back to polygons and selected intersecting buffers which became the primary buffers used north of the Caloosahatchee. We then created maximum buffers of 20,000 meters (primary buffers plus 15,000). We used the standard mapping method and clipped CLC v2.2 polygons by maximum buffers, selected all natural and seminatural land cover classes, dissolved to get contiguous patches, and retained those patches that intersected primary buffers.

Final Method – November 2012

After meeting with Tom Hootor on November 15, 2012, we decided to use USFWS Panther Zones, including the 2007 "North Area" Zone (Thatcher et al. 2006) not included with the original zones. We selected CLC v2.2 Natural, Seminatural, and Improved Pasture/Field Crop classes and clipped by Panther Focal Areas 2007.

*Florida scrub-jay:*

FNAI staff compiled best-available occurrence data for scrub-jay, including Jaywatch data from 2002-2009, a statewide survey from the mid-1990s (Fitzpatrick et al. 1994) and FNAI element occurrences. The model started with the standard Primary Buffer method, using a buffer of 800 meters around occurrences. Land cover polygons were classed into two tiers of suitability for scrub-jay. Tier 1 land cover includes scrub, scrubby flatwoods, coastal scrub, oak scrub, and sand pine scrub. Tier 2 includes coastal strand, dry prairie, mesic flatwoods, shrub & brushland, and unimproved/woodland pasture (improved pasture in Seminole State Forest was also included based on known use by scrub-jays).

Using the Primary Buffers and land cover tiers, land cover was selected and grouped into four categories:

1. Primary Core Habitat: Tier 1 land cover polygons intersecting Primary Buffers.
2. Secondary Core Habitat: Tier 2 land cover polygons within 50 meters of Primary Core Habitat.



3. Primary Nearby Habitat: Tier 1 land cover polygons within 50 meters of Primary Core and Secondary Core combined.
4. Primary Outlying Habitat: Tier 1 land cover polygons within 1000 meters of Primary Core Habitat.

Suitability scores were assigned by expert judgment based on patch condition and population data, with Primary Core assigned 10, 6, or 3; Secondary Core assigned 1; Primary Nearby assigned 10, 6, or 3; and Primary Outlying assigned 9, 5, or 2.

*American crocodile:*

FNAI element occurrences were considered insufficient as a starting point for the extent of crocodile occurrence, so we relied on the Priority Amphibian and Reptile Conservation Areas (PARCA) polygon identified for crocodile by JJ Apodaca and The Orianne Society (Sutherland and deMaynadier 2012) as our reference range extent. Within that polygon we selected suitable land cover polygons (coastal wetlands, open waters, and coastal hammock, grassland, beach, and berm). Several selected land cover polygons extended far beyond the PARCA boundary so were cut off by reviewing aerial photography for reasonable break points in the vicinity of the PARCA boundary. Some additional areas near the boundary were added based on known suitability and/or use by crocodiles. All mapped habitat was scored as High Suitability (10 points).

*Mangrove fox squirrel:*

We supplemented FNAI occurrence data for mangrove fox squirrel with data from Michelle Eisenberg at University of Central Florida, and Courtney Tye from FWC/IFAS. Not all observation points were included, but were reviewed and selected based on likelihood of occurrence.

We started with the standard buffering method using a Primary Buffer of 5,000 meters. Land cover polygons were classed into two tiers of suitability for mangrove fox squirrel. Tier 1 or Primary Habitat includes mesic, wet, and scrubby flatwoods, unimproved or woodland pasture, and golf courses (although obviously not natural, golf courses in southwest Florida are frequently inhabited by mangrove fox squirrels). Tier 2 habitat includes most other forested upland and wetland communities, as well as dry prairie and rural open areas. Tier 2 habitat is used only intermittently by fox squirrels for foraging, nesting, and movement between Tier 1 patches. Tier 1 habitat was selected by Primary and Maximum buffers using the standard method. Tier 1 habitat was then buffered by 100 meters, and any Tier 2 habitat adjacent to Tier 1 and within the 100 meter buffer was selected and added. Suitability was scored using the standard method.

*Red-cockaded woodpecker:*

We used comprehensive colony and cavity location data compiled by FNAI staff from multiple sources. Expert judgment was used to select land cover types associated with colony locations that were suitable for nesting and foraging. Suitability was scored using the standard method.

*Florida Grasshopper Sparrow:*

Following the standard buffering method we applied a buffering radius of 2000 meters to establish Primary and Maximum Buffers around element occurrences for Florida grasshopper sparrow. We initially selected all dry prairie within the Maximum Buffer then modified the habitat to include only those areas identified by Delany et al. 2007 as occupied. Suitability was scored using the standard method.

#### *MacGillivray's Seaside Sparrow:*

We used location data from a comprehensive field survey by NeSmith and Jue (2003). Instead of the standard buffering method, the scientist who conducted the 2003 survey used expert judgment to select known and likely occupied salt marsh polygons from the SJRWMD Florida Land Use Land Cover 2009 data. Suitability was scored using the standard method.

#### *Wood Stork:*

For wood storks we supplemented FNAI occurrence data for rookeries with additional rookery data compiled by Tsai et al. (2011). Because foraging habitat is a primary limiting factor (Ogden 1990) we selected appropriate foraging wetlands within a 25 kilometer radius of rookery sites. The buffer distance was chosen following Tsai et al. (2011) based on foraging distances from the nesting colony. Wood storks will feed in almost any shallow wetland depression where fish tend to be concentrated (Ogden 1990). Ogden (1990) also emphasizes the importance of protecting many different wetlands, with both long and short annual hydroperiods, in order to maintain the wide range of feeding site options required by wood storks.

Nesting colonies (and associated feeding habitat) were prioritized based on 3 factors recommended by Tsai et al. (2011): colony size, colony longevity, and isolation from mainland. Colonies were assigned points for each factor as follows:

Points	Size	Longevity	Mainland Isolation*
3	>=300 nests	>10 years	Islands best
2	50-299 nests	2-10 years	↓
1	1-49 nests	1 year	Mainland worst

\*Index assigned by Tsai et al. (2011)

Suitability was determined by summing the points across criteria for each colony and factoring in the year of last observation. Final suitability scores were assigned as follows:

Criteria Points Sum	Suitability Score
7 - 9	10
4 - 6	6
<4 OR if Last Year observed was pre-1990	3

#### *Beach Mice:*

Occupied habitat for all 6 sub-species of beach mice was mapped in 2012 for the Florida Beaches Habitat Conservation Plan (FBHCP) and these maps were incorporated directly into FNAIHAB v.4. Mapping methods, described in the draft HCP (<http://www.flbeacheshcp.com/drafthcp.php>), relied on input from beach mouse experts through a series of workshops. The final maps are based on current best available survey information. Suitability was scored using the standard method.

#### *Sea Turtles:*

Occupied habitat for 3 species of sea turtles (loggerhead, green, and hawksbill) was mapped in 2012 for the Florida Beaches Habitat Conservation Plan (FBHCP) and these maps were incorporated directly into FNAIHAB v.4. Mapping methods, described in the draft HCP

(<http://www.flbeacheshcp.com/drafthcp.php>), relied on input from sea turtle experts through a series of workshops. The final maps are based on current best available survey information from Florida Wildlife Research Institute (FWRI). Because land cover type (sandy beach) and patch size are not sufficiently discriminating to inform suitability, and EO Rank was not available, we relied on nest density to determine suitability. The suitability scores of 10, 6, or 3 correspond to nest density classes of high, medium, or low, respectively, developed by FWRI for surveyed beaches and summarized for 2006-2011. Note that FWRI developed these classes within genetic subunits for loggerhead to help account for natural nest density variation.

#### *Piping Plover:*

We supplemented FNAI occurrence data with additional data from the following sources: International Piping Plover Census (IPPC 2001, 2006); USFWS Critical Habitat; and location data from Patrick Leary for northeast Florida. Habitat in the vicinity of all sources was delineated from aerial photography based on expert judgment. Suitability was scored using the standard method.

#### **Suitability Scoring**

We assign Suitability scores to distinct habitat patches for each species' habitat model. The intent of this score is to recognize that not all portions of a species habitat model are equal; some areas are more suitable in terms of land cover type, size, shape, fragmentation, landscape context, etc. than others. Suitability is typically scored as High, Medium, or Low, and the scores factor into each species' model weighting in the overall FNAIHAB model. The method described here was the default used to score most species habitat models, but certain species were scored in alternate ways as described above.

#### Distinguishing Patches

We have attempted to develop a set of objective criteria for designating patches, although in practice we have found it challenging to apply the criteria consistently to the wide range of circumstances found across species' models. The primary consideration for distinguishing patches is the configuration of primary buffers around Element Occurrences:

- In general, all habitat polygons intersecting the same primary buffer were assigned to the same patch.
- If two or more primary buffers were connected by the same habitat polygon, all polygons within both/all primary buffers were generally assigned to the same patch.
- In rare cases, a major obstacle running through a primary buffer could justify splitting polygons within the same primary buffer into separate patches. Examples include major rivers or major highways (interstate/turnpike). Urban development in general did not count as a barrier, as it can be an indication that a single patch has been fragmented.
- In general, polygons that did not intersect the same primary buffer were assigned to separate patches.
- In some cases for "large-scale matrix" type habitat (e.g. flatwoods), patches could be grouped by max buffers rather than primary buffers.

#### Suitability Criteria

The Suitability score is made up of four criteria:

*EO Rank* – Many element occurrences, including most that have been documented within the last 15-20 years, have been assigned an EO Rank based on the perceived viability of the observed population. This rank is a good assessment of the general condition of the population and its surrounding habitat. It also takes into account whether the population is being actively managed or is threatened by impacts such as development or invasive species.

*Habfit* – This is a simple measure of how well the land cover types included in a patch fit the preferred habitat for a species. FNAI staff assigned a Habfit of High, Medium, or Low during the mapping process. In general, most Natural land cover types that are compatible with the species' habitat preferences were assigned High, most Seminalural land cover types (eg. plantation, pasture) were assigned Medium, and intensively developed lands were assigned Low. In some cases Natural cover types might be assigned Medium if they are not the preferred habitat for the species (e.g. uplands for a wetland-preferring species) but were nevertheless mapped due to occurrence of the species. A Habfit of Low was rarely assigned as intensive land cover types were rarely included in species' habitat models. If a patch included a mix of Natural and Seminalural cover types, the majority type was assigned. Note that Habfit reflects ONLY land cover type. It does not consider patch size, shape, context, or any other factor.

*Size* – Individual patches mapped for a species can vary considerably in area, with some being small enough to be considered sub-optimal for a species. We considered the concept of identifying a "minimum viable patch" for each species (or species group), but the effort required to research each species' spatial requirements would have been prohibitive. Instead we summarized actual mapped patch sizes by species group and general habitat requirement categories to identify patterns in the data. Ultimately we classified species into four general habitat types – rockland, small-patch, intermediate, and matrix – and three biotic groups – plants, amphibians/reptiles/invertebrates, and birds/mammals. For each of the ten resulting combinations we identified a benchmark patch size that corresponded roughly to the midpoint between the lowest quartile patch size and median patch size for that class combination. The benchmarks are as follows:

**Benchmark Patch Sizes (acres)**

Habitat Type	Amphibians Reptiles		
	Plants	Invertebrates	Birds Mammals
Rockland plants	20	n/a	n/a
Small-patch	50	50	50
Intermediate	100	100	500
Matrix	500	1,000	2,000

Rockland includes plant species found in pine rocklands only or both pine rocklands and rockland hammocks. Small-Patch includes scrub, rockland hammock (but not pine rockland), beach, cave, and spring species. Intermediate includes slope, marsh, hammock, etc. Matrix includes flatwoods, sandhill, saltmarsh, mangrove, prairies, floodplain forests, etc.

Note that these benchmarks did not apply to wide-ranging species (primarily bear, panther, and some birds) as they were assigned customized Suitability prioritizations as noted above.

*Configuration* – This criterion measures the shape and fragmentation of the patch, as well as the intensity of land cover types along the immediate edge of the patch (landscape context). This measure is a modified edge-to-area ratio. Each habitat patch was buffered by 100 meters. Using CLC land cover data, the areas of Natural, Seminal, Water, and Non-natural land cover types were tabulated within the buffer (buffer only, does not include the patch itself). The acreages were then weighted as follows:

- Natural acres  $\times 0.1$
- Water acres  $\times 0.25$
- Seminal acres  $\times 1$
- Non-natural acres  $\times 3$

The weighted acres were then totaled, and divided by the total patch area taken to the power of 0.68 (we determined that this particular fractional power of area normalized the ratio for patch size – large and small patches with the same shape and landscape context score identically). We found this weighted ratio to be an effective measure for assessing patch shape, fragmentation, and edge context.

Configuration scores were then classed into five classes, based on comparison with modelers' subjective assessments of patch configuration and context for a sample of nine representative species models, as follows:

HIGH	<1.5
MED HIGH	1.5 – 2.799
MEDIUM	2.8 – 6.249
MED LOW	6.25 – 13.999
LOW	14.0+

A group of coastal species was found to be unfairly penalized by the above classification. These species naturally occur in linear patches (often along barrier islands) with relatively high edge-to-area ratios, and often in proximity to coastal highways that count as intensive land uses. For those species we used an alternate classification from the same starting configuration score:

HIGH	<4.0
MED HIGH	4.0 – 6.499
MEDIUM	6.5 – 17.999
MED LOW	18.0 – 24.999
LOW	25.0+

The following species were classified according to the coastal/linear classes (for each species, all patches were classed using the same class system):

- |   |  |
|---|--|
| • <i>Charadrius alexandrinus</i>          | • <i>Neotoma floridana smalli</i>        |
| • <i>Charadrius melodus</i>               | • <i>Oryzomys palustris</i> pop. 2       |
| • <i>Helianthus debilis ssp. vestitus</i> | • <i>Peromyscus polionotus allopheys</i> |
| • <i>Hojeda inaguensis</i>                | • <i>Peromyscus polionotus</i>           |
| • <i>Jacquemontia reclinata</i>           | • <i>leucocephalus</i>                   |



- *Peromyscus polionotus niveiventris*
- *Peromyscus polionotus peninsularis*
- *Peromyscus polionotus phasma*
- *Peromyscus polionotus trissyllepsis*
- *Plestiodon egregius insularis*
- *Procyon lotor auspicatus*
- *Sigmodon hispidus insulicola*
- *Tephrosia angustissima* var. *curtissii*

#### *Suitability Score Calculation*

Each of the four criteria was scored on a 10-point scale, as shown below:

<b>EORANK</b>	<b>points</b>	<b>HABFIT</b>	<b>points</b>
A	10	High	10
AB	9	Medium	6
B	8	Low	1
BC	7		
C	5		
CD	4		
D	3		
X?	1		
other	not factored		

<b>SIZE</b>	<b>points</b>	<b>Configuration</b>	<b>points</b>
3.5x			
benchmark	10	High	10
2x	9	Medium-High	8
1x	8	Medium	6
0.75x	7	Medium-Low	4
0.5x	6	Low	1
0.33x	5		
0.2x	4		
0.15x	3		
0.1x	2		
<0.1x	1		

When no EO Rank was assigned for a patch, only the three other factors were considered. Points for all factors were added together and averaged back to a 10 point scale. The final Suitability score was assigned as follows:

#### **Overall Suitability**

High	7.5 – 10
Medium	4.5 – 7.49
Low	<4.5

Finally, each patch scored as High Suitability received a numeric value of 10, Medium Suitability received value 6, and Low Suitability received value 3 for overlay purposes described below.

## Species Conservation Need Weighting

Each species receives a Conservation Needs Weight based on the following criteria: Grank, total habitat area mapped, and percent habitat protected on conservation lands. This weighting is specifically designed to prioritize species that would benefit most from additional land acquisition for conservation, and differs from the FNAIHAB version used in the Critical Lands and Waters Identification Project (CLIP) database. However, the Grank scoring portion of this version is based on the CLIP version, which is derived from a survey of FNAI biologists' relative priorities for various combinations of Global and State rarity ranks.

### FNAIHAB-Florida Forever Version 4.0 Species Conservation Needs Weighting Points

Grank	CLIP Points	FF Points (CLIP/3)
G1	1200	400
G2T1	1080	360
G3T1	936	312
G4T1	720	240
G2	400	133
G5T1	372	124
G3T2	360	120
G4T2	312	104
G5T2	240	80
G3	120	40
G4T3	108	36
G5T3	94	31
G4	38	13
G5T4	34	11
G5	12	4

Hab Acres	Points
0 – 100	100
101 – 1,000	85
1,001 – 10,000	70
10,101 – 100,000	55
100,001 – 1M	40
1 Million – 10M	25
>10 Million	10

Percent Protected	Points
0 – 4.9%	100
5 – 9.9%	95
10 – 14.9%	90
15 – 19.9%	85
20 – 24.9%	80
25 – 29.9%	75
30 – 34.9%	70
35 – 39.9%	65
40 – 44.9%	60
45 – 49.9%	55
50 – 54.9%	50
55 – 59.9%	45
60 – 64.9%	40
65 – 69.9%	35
70 – 74.9%	30
75 – 79.9%	25
80 – 84.9%	20
85 – 89.9%	15
90 – 94.9%	10
95 – 99.9%	5
100%	0

The rationale for Hab Acres scoring is that species with the least total area are “closest to the brink” in terms of vulnerability, and have likely seen the most loss of historic extent. However, it results in a bias against species who occupy large areas but also require more area for survival. Therefore, as in previous versions, certain species also receive bonus points for having large habitat area requirements. The following species received an additional 15 points for large area requirements: American crocodile, Florida grasshopper sparrow, Florida panther, snail kite, mangrove fox squirrel, Florida black bear, eastern indigo snake, wood stork, and crested caracara.

To demonstrate the scoring system, here are two species examples. Appendix F contains full conservation needs weighting data and scoring for all 281 species.

- Godfrey's butterwort (*Pinguicula ionantha*): G2 (133points); 38,115 acres (55points); 88% protected (15points) = 203 total points

- Eastern indigo snake (*Drymarchon couperi*): G3 (40points); 10+million acres (10points); 38% protected (65points); large area requirements (15points) = 130 total points

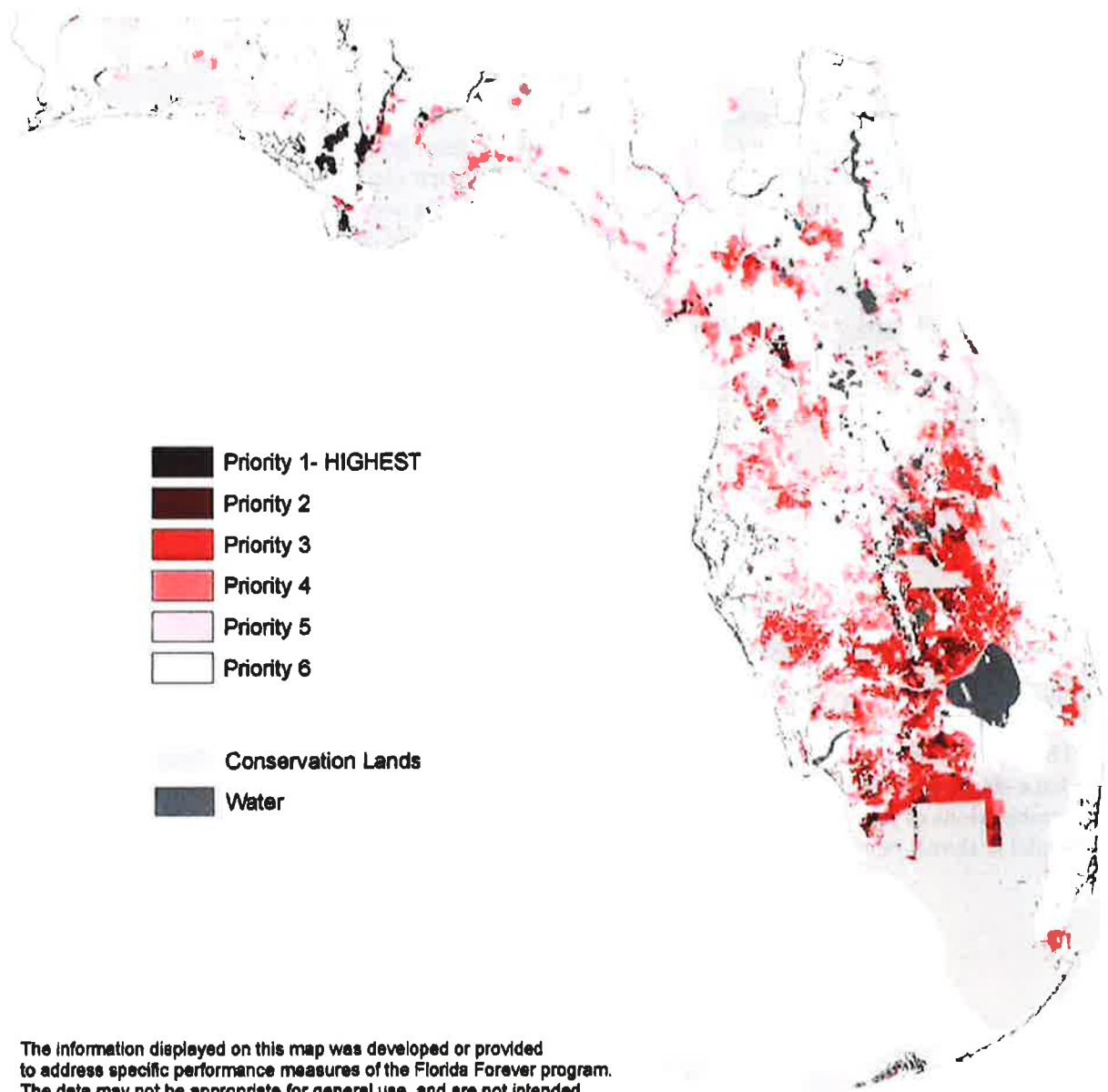
### Model Overlay and Class Breaks

Each species habitat model was converted to a 15-meter raster grid with cell values corresponding to patch Suitability scores. Each grid was weighted (multiplied) by the species' conservation needs weight score, and all 281 weighted grids were added together. The resulting overlay model had values ranging from 72 to 115,792. In keeping with previous versions of FNAIHAB, the raw overlay was divided into six priority classes.

**Final FNAIHAB Version 4 Priority Class Breaks**

Class	Overlay Cell Value	Acres			Notes
		Private Land	Conservation Land	Total	
Priority 1	5750+	319,327	656,756	976,083	Only G1s with small area and low protection
Priority 2	3700 – 5749	474,540	1,768,299	2,242,839	No single G2 makes P2; G3+G4 very unlikely
Priority 3	2500 – 3699	939,773	1,492,071	2,431,843	No single G3 makes P3; G4+G5 very unlikely
Priority 4	1350 – 2499	2,177,873	2,419,807	4,597,680	Single G4 only if low protection; G5 very unlikely
Priority 5	850 – 1349	4,739,051	2,008,151	6,747,201	Single G5 only if high suitability
Priority 6	1 - 849	2,479,953	725,496	3,205,449	

The Notes in the table above indicate the basic rationale for each class break. The breaks are designed so that a single species with high conservation need can get into the top priorities, as well as various combinations of more than one species with moderate need (rarity-weighted richness). A map of the final model is shown below.



The information displayed on this map was developed or provided to address specific performance measures of the Florida Forever program. The data may not be appropriate for general use, and are not intended for use in a regulatory decision making process.

**FNAI Rare Species Habitat Conservation Priorities**  
**Source: Florida Natural Areas Inventory**

## Under-represented Natural Communities

### Measure Definition

According to the Guide to Natural Communities of Florida (FNAI 2010b), Florida features as 81 different natural community types. Many of these community types, particularly wetland communities, are relatively well-represented on existing conservation lands, and therefore are less of a priority for land acquisition than some of Florida's rarest communities that are currently not well-protected.

### Methods

The 1997 *Florida Preservation 2000 Program Remaining Needs and Priorities Report* (Brock 1997) identified natural community types that were inadequately represented on conservation lands in Florida (based on Kautz 1993). Since that time, the Office of Environmental Services (OES), Florida Department of Environmental Protection, has regularly reported progress toward protecting additional acres of natural communities through land acquisition. Based on the OES criteria, a natural community is considered to be inadequately represented on conservation lands if less than 15% of the original extent of that community is currently found on existing conservation lands.

Table 4-1 lists those communities that are included in the data layer for measure B4, using the OES criteria as a starting point. The original acreages were calculated from a map of historic vegetation produced by Davis (1967). Remaining acreages were calculated based on the individual natural community data layers developed for this measure, as described below. Seepage slopes and upland glades were not identified as distinct communities on the original Davis map, so we are unable to report the percent of original acreage remaining. However, seepage slopes are known to be a rare community type that supports a large number of rare endemic plant species. Some estimates suggest that less than 1% of the original extent of seepage slope communities remain (FNAI 1990). Upland glade is also a critically imperiled community (ranked G1/S1 by FNAI) that supports endemic plant species.

Similarly, although we do not have a historical map of sandhill upland lake, we can assume that this community is under-represented because the associated sandhill community is under-represented. Previous statewide land cover overestimated the amount of remaining dry prairie so that it exceeded the 15% threshold; recent improvements in mapping dry prairie, however, confirm that this imperiled community is under-represented on conservation lands. Dry prairie is critical habitat for the endemic Florida grasshopper sparrow. Upland pine was also added as an under-represented type based on recommendations from resource experts.

Taken as a whole, the scrub community type appears to be fairly well protected based on Table 4-1. However, much of the scrub on conservation lands is located in the Ocala National Forest. If scrub other than that in the Ocala region is considered, 84% of the original scrub extent is unprotected. Scrub is also a community that supports a large number of endemic species, particularly in the Lake Wales Ridge region.



Table 4-1. Natural community types considered to be under-represented.

Natural Community	Original Acres	Remaining Acres	Acres Protected at Baseline (July 2001)	Percent of Original Protected (July 2001)
Upland Glade (G1)	n/a	40	0	n/a
Pine Rockland (G1)	224,000	820	15,500	7
Scrub (G2)	979,000	146,310	359,820	36
Rockland Hammock (G2)	296,000	2,800	15,230	5
Dry Prairie (G2)	1,205,000 <sup>a</sup>	59,070	90,460	8
Seepage Slope (G2)	n/a	30	6,370	n/a
Sandhill (G3)	6,943,000	314,820	485,300	7
Sandhill Upland Lake (G3)	n/a	57,270	12,790	n/a
Pine Flatwoods (G4)	12,558,000	14,850	148,810	8
Upland Hardwood (G5)	1,635,000	1,144,230	1,030,290	2
Upland Pine (G4)	n/a	383,970	28,870	n/a

<sup>a</sup>Historical extent of dry prairie based on Bridges (2006)

With the exception of sandhill upland lake, under-represented natural communities were derived primarily from the Cooperative Land Cover Map (FNAI 2010a [CLC]), version 2.3 or 3.1. Adjustments were also made based on FNAI element occurrences and aerial photo review. In September 2015, FWC published CLC v3.1 with some significant updates over previous versions. We reviewed each under-represented natural community type as mapped in CLC 3.1 and compared it with previous versions. Mapping decisions for each type are described below.

#### *Upland Glade*

The primary data source for this community is CLC v2.3, which contains all known upland glade sites as mapped and ground-truthed by FNAI.

#### *Pine Rockland*

We used CLC v3.1 for pine rockland with a few exclusions based on aerial photo review and comparison with comprehensive survey data for pine rockland in Miami-Dade County provided by the Institute for Regional Conservation.

#### *Scrub*

We used CLC v3.1 for scrub and scrubby flatwoods with a number of specific corrections based on aerial photo review and comparison with CLC v2.3 within Florida Forever project boundaries.

#### *Rockland Hammock*

We used CLC v3.1 for rockland hammock with 3 additions based on FNAI element occurrences for rockland hammock.

#### *Dry Prairie*

We used CLC v3.1 as the sole source for dry prairie.

#### *Seepage Slope*

We used CLC v2.3 for seepage slope because it includes ground-truthed data that is not reflected in CLC v3.1. A small subset of polygons was then excluded based on FNAI element occurrences that identified them as wet prairie.

#### *Sandhill Upland Lake*

Distinguishing sandhill upland lakes from other lake types is challenging. No comprehensive differentiation of lake types exists in available land cover data. We attempted to identify relatively pristine sandhill upland lakes by applying criteria to the lakes category of WMD land cover. First, we selected lakes with  $\geq 75\%$  overlap with historic sandhill or scrub based on the Davis (1967) map or within 60 meters of sandhill, scrub or scrubby flatwoods based on the current under-represented natural community maps. Because sandhill lakes are typically lentic water bodies without significant surface inflows and outflows, we eliminated lakes that were associated with 1<sup>st</sup> or 2<sup>nd</sup> order streams based on the National Hydrography Dataset. Next we established a size range of 1 – 1000 acres that should fit the majority of sandhill lakes. The lower limit attempts to separate permanent lakes from more temporary depression ponds. The upper limit approaches the maximum size of sandhill lakes on current protected areas but also attempts to limit the sandhill lakes to those that can be acquired by the state and that are not sovereign submerged lands. We also included any sandhill upland lakes identified in the FNAI element occurrence database or in FNAI natural community mapping projects. Finally, we eliminated lakes for which  $>33\%$  of the perimeter was not a 'natural' land cover type. Where sandhill upland lakes overlapped other natural communities, we retained the sandhill lake classification. Although we believe this data layer captures the majority of sandhill upland lakes, we acknowledge that it likely contains other lake types and excludes some high quality sandhill lakes.

#### *Sandhill*

We used CLC v3.1 as the sole source for sandhill.

#### *Upland Pine*

We used CLC v2.3 as the sole source for upland pine.

#### *Pine Flatwoods*

This community includes both mesic and wet flatwoods. We used CLC v3.1 as the sole source and included the following classes:

<b>CLC v3.1 SITECODE</b>	<b>LAND COVER TYPE</b>
1300	Pine Flatwoods and Dry Prairie
1310	Dry Flatwoods
1311	Mesic Flatwoods
1340	Palmetto Prairie
2220	Other Coniferous Wetlands
2221	Wet Flatwoods
22211	Hydric Pine Flatwoods
222111	Cutthroat Grass Flatwoods
222112	Cabbage Palm Flatwoods

22212                      Hydric Pine Savanna  
2222                        Pond Pine

#### *Upland Hardwood Forest*

Upland Hardwood Forest is difficult to accurately map with remotely-sensed data because its signature often cannot be distinguished from other hardwood forest types, including disturbed, semi-natural types and successional hardwood forest. Prior to FFCNA v4.1 this community was based primarily on 2003 FWC Landsat Vegetation. In the current version we used a combination of CLC v3.1, FNAI element occurrences, physiographic provinces, and spatial analysis to improve the representation of upland hardwood forest.

First we included polygons from CLC v3.1 where detailed land cover type was 'Upland Hardwood Forest'. Next we selected FNAI element occurrence source polygons for the following upland hardwood-associated species: *Hexastylis arifolia*, *Monotropsis reynoldsiae*, *Calycanthus floridus*, *Erythronium umbilicatum*, *Matelea alabamensis*, *Matelea floridana*, *Matelea flavidula*, *Epigaea repens*, *Aquilegia canadensis* var. *australis*, *Hemidactylum scutatum*, *Agkistrodon contortrix*, *Tamias striatus*, *Helmitheros vermivorum*. We also selected all Upland Hardwood Forest element occurrences. All polygons were reviewed with 2013 or later ortho-aerial imagery. In general, any CLC v3.1 Mixed-Hardwood Coniferous polygons that overlapped these element occurrences were selected for inclusion. Other CLC 3.1 polygons or newly digitized polygons were added where upland hardwood forest appeared to be extant based on the imagery review.

Next, in consultation with FNAI's community ecologist, polygons were limited to physiographic provinces (White et al 1970) that corresponded to the range of upland hardwood forest as defined in the Guide to the natural communities of Florida: 2010 edition (FNAI 2010b). These include the following:

Alachua Lake Cross Valley	Lakeland Ridge
Beacon Slope	Marianna Lowlands
Bell Ridge	Marion Upland
Brooksville Ridge	Martel Hill
Central Valley	Mount Dora Ridge
Cotton Plant Ridge	New Hope Ridge
Crescent City Ridge	Northern Highlands
Deland Ridge	Ocala Hill
Dunellon Gap	Orlando Ridge
Duval Upland	Polk Upland
Fairfield Hills	Relict Bar
Florahome Valley	Rock Ridge Hills
Fountain Slope	St. Johns River Offset
Grand Ridge	Sumter Upland
Greenhead Slope	Tallahassee Hills
Gulf Coastal Lowlands	Trail Ridge
High Springs Gap	Tsala Apopka Plain
Intraridge Valley	Wakulla Sand Hills
Kenwood Gap	Welaka Hill
Lake Harris Cross Valley	Western Highlands

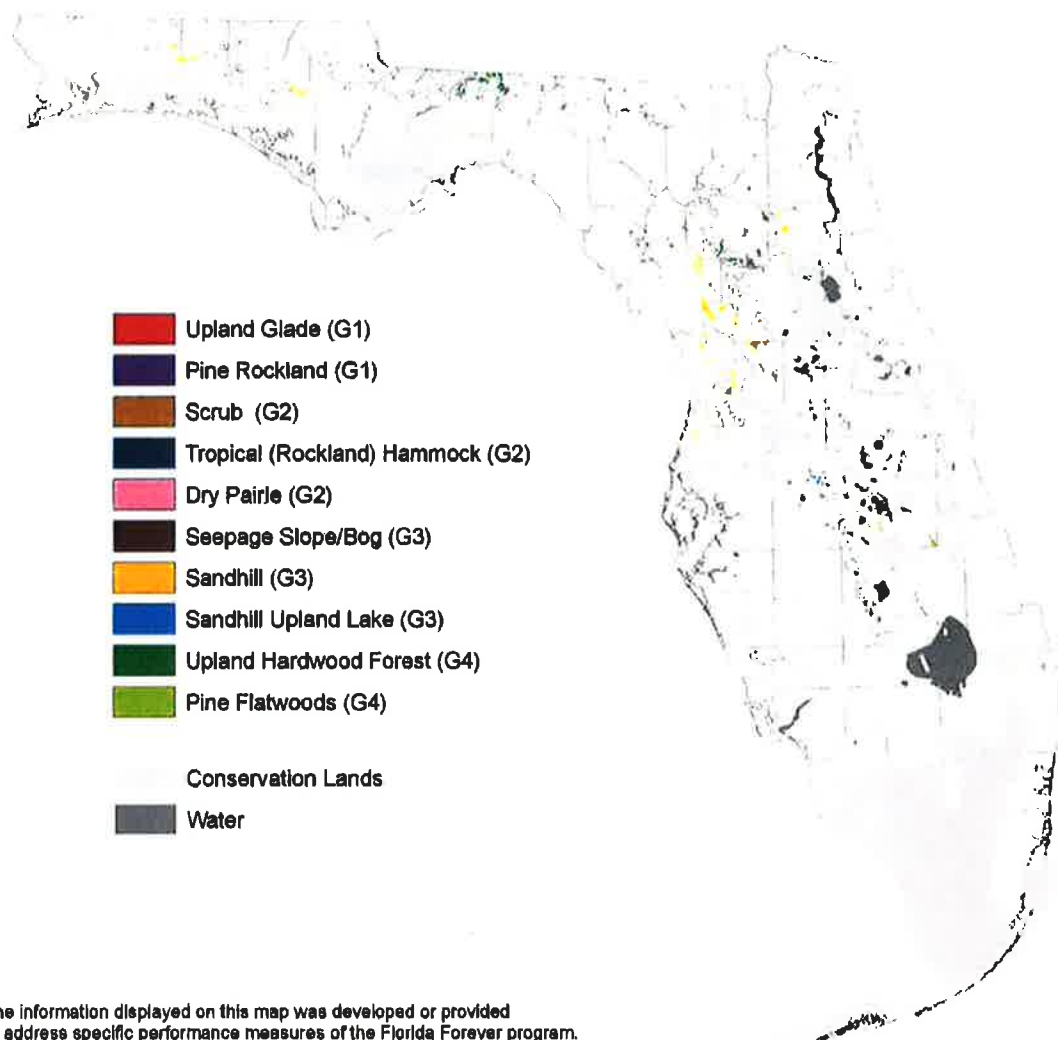
Lake Henry Ridge  
Lake Munson Hills  
Lake Upland  
Lake Wales Ridge

Western Valley  
Winter Haven Ridge  
Zephyrhills Gap

Finally, we conducted a spatial analysis to exclude hardwood forests in our dataset that occurred as 'hedge rows', i.e. thin strips bordering agricultural land uses.

#### *Final Natural Communities Dataset*

In areas of overlap between communities, a hierarchy was developed to assign the overlap areas to the community with higher assumed accuracy. Overlap rules were assigned in the following order, with the communities listed first taking precedence: Upland Glade, Pine Rockland, Rockland Hammock, Seepage Slope, Upland Pine, Dry Prairie, Scrub & Scrubby Flatwoods, Sandhill, Pine Flatwoods, Upland Hardwood Forest, and Sandhill Upland Lake. Maps of each natural community are also revised following the field assessments for new Florida Forever proposals. A map of this data layer is shown below.



The information displayed on this map was developed or provided to address specific performance measures of the Florida Forever program. The data may not be appropriate for general use, and are not intended for use in a regulatory decision making process.

### Under-represented Natural Communities

Source: Florida Natural Areas Inventory



## Fragile Coastal Resources

### Measure Definition

We defined fragile coastal resources as those natural communities most vulnerable to disturbance or development. Upland coastal communities face a variety of threats, especially invasion by non-native species and real estate development (Johnson and Barbour 1990). The high percentage of Florida's upland barrier coast already developed (>50%) and the continued rapid rate of development prompted an assessment of remaining coastal uplands in Florida (Johnson and Muller 1993; Johnson and Gullede 2005). The major upland communities surveyed by Johnson and Muller were included in the fragile coastal resources data layer: beach dune, coastal grassland, coastal strand, coastal scrub, and maritime hammock. Coastal wetland communities are also threatened by development and other human activities. Florida Marine Research Institute has documented significant losses to salt marsh and mangrove communities (Florida Fish and Wildlife Conservation Commission 2000), which were also included in this data layer. Finally, we also included imperiled coastal lakes - Coastal Dune Lakes and Coastal Rockland Lakes - because they are recognized as globally imperiled (G2) communities.

We restricted coastal natural communities to those that occur within one kilometer of the shoreline of marine or estuarine waters, or those that were identified and mapped for the assessment of Florida's remaining coastal upland communities (Johnson and Gullede 2005).

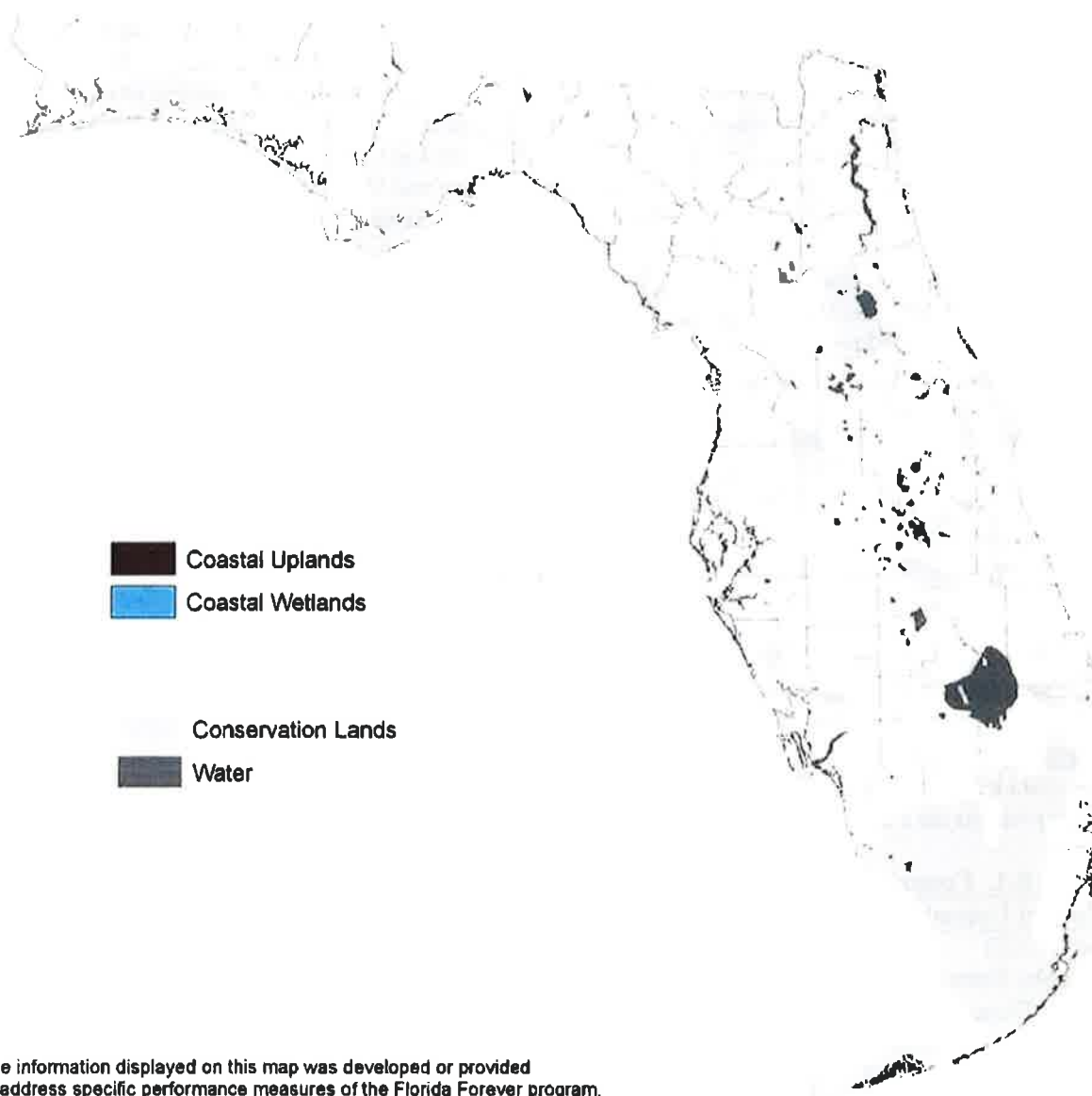
We recognize that some important coastal resources, such as seagrass beds and shellfish harvesting areas are not explicitly represented in this data layer. These resources, however, were identified by DEP/Coastal and Aquatic Managed Areas as important surface waters and, therefore, are captured in the surface water protection data layer. In future revisions, we may reconsider the most appropriate representation of data that overlaps different resource categories.

### Methods

Coastal classes were extracted from the Florida Cooperative Land Cover Map v2.3 (Table 8-1). A map of this data layer is shown below.

**Table 8-1. Community types included in the fragile coastal resources data layer.**

Coastal Uplands	Coastal Wetlands	Coastal Lakes
Scrub (G2)	Salt marsh (G5)	Coastal Dune Lake (G2)
Scrubby Flatwoods (G2)	Mangrove (G5)	Coastal Rockland Lake (G2)
Beach Dune (G3)	Keys Tidal Rock Barren (G3)	
Coastal Berm (G3)		
Coastal Grassland (G3)		
Coastal Strand (G3)		
Maritime Hammock (G3)		
Shell Mound (G2)		



The information displayed on this map was developed or provided to address specific performance measures of the Florida Forever program. The data may not be appropriate for general use, and are not intended for use in a regulatory decision making process.

### **Fragile Coastal Resources**

Source: Florida Natural Areas Inventory

## **FNAI Potential Natural Areas**

The Potential Natural Areas (PNA) data layer identifies, throughout the State of Florida, privately owned lands that are not managed or listed for conservation purposes, which may contain good quality natural communities. These areas were delineated by FNAI scientific staff through interpretation of natural vegetation from 1988-1993 FDOT aerial photographs and from input received during Regional Ecological Workshops held for each regional planning council. These workshops were attended by experts familiar with natural areas in the region. All PNA classifications and rankings were made based on the combined judgment of at least two scientists making independent determinations. Element occurrences in the FNAI database may or may not be present on these sites.

In order to be classified as a Potential Natural Area the natural communities identified through aerial photographs had to meet the following criteria:

1. Must be a minimum of 500 acres. *Exceptions:* sandhill, min. 320 acres; scrub, min. 80 acres; pine rockland, min. 20 acres; dry prairie, min. 320 acres; *or* any example of coastal rock barren, upland glade, coastal dune lake, spring-run stream or terrestrial cave.
2. Must contain at least one of the following:
  - a. One or more high quality examples of FNAI state-ranked S3 or above natural communities.
  - b. An outstanding example of any FNAI tracked natural community.

Potential Natural Areas were assigned ranks of Priority 1 through Priority 5 based on size, perceived quality, and type of natural community present. The areas included in Priority 5 are exceptions to the above criteria. These areas were identified through the same process of aerial photographic interpretation and regional workshops as the PNA 1 through 4 ranked sites, but do not meet the standard criteria. These PNA 5 areas are considered lower priority for conservation than areas ranked PNA 1-4, but nonetheless are believed to be ecologically viable tracts of land representative of Florida's natural ecosystems.

### Revised PNA Boundaries

The original PNAs were digitized based on 1:100,000 scale county maps and lacked the geographic precision desirable for the type of geographic overlay analyses undertaken in the *Conservation Needs Assessment*. We therefore revised the PNA boundaries by overlaying the original PNA polygons onto the Land Use Land Cover polygon coverage produced by the water management districts (WMD; see below). The WMD land cover boundaries were found to conform more closely to land cover patterns than the original PNA boundaries, based on comparison with digital ortho quarter quad (DOQQ) aerial photography.

To revise the PNA boundaries, all WMD polygons classified as "natural" (see Table 1) that intersected the original PNAs were included in their entirety. All WMD polygons classified as "semi-natural" (see Table 2) that intersected PNAs were "clipped" by the original PNA boundary (i.e. that portion of the original PNA was retained in the revised boundary). All other WMD polygons ("non-natural") were removed from the PNA boundaries.

In addition, the original PNAs did not take into consideration existing managed areas or Conservation and Recreation Lands (CARL) acquisition projects. We added these by selecting all WMD “natural” or “semi-natural” polygons within managed area or CARL project boundaries (all of these polygons were “clipped” by the boundaries of the managed area or CARL project).

### **FNAI Element Occurrences**

The Florida Natural Areas Inventory (FNAI or the Inventory) maintains a database of occurrences of approximately 1,000 rare plant and animal species and 70 natural community types known to occur in Florida. Currently this FNAI database includes over 27,000 occurrences of plants, animals, and communities. These records are compiled from a variety of sources, including FNAI science staff surveys, scientific literature, museum collections, federal, state, and local government agencies, and academic experts. The data are managed in a relational database and in GIS coverages in the form of point and/or polygon locations for individual Element Occurrences (EOs).

For each element occurrence data are maintained on observation dates, habitat description and quality, number and status of individuals, management considerations, locational certainty and best sources for the occurrence information. For animals and plants, EOs generally refer to more than a casual sighting; they usually indicate a viable population of the species. Natural community EOs represent high quality examples of natural communities, and thus are not a comprehensive coverage of all occurrences of a given community type.

For each element (species or community) the Inventory assigns both a Global Rank (GRANK) and a State Rank (SRANK) to indicate the overall rarity of the species or community on a global and statewide basis. A complete listing and explanation of global and state ranks is available in Appendix B, along with an explanation of state and federal listing status for listed species.

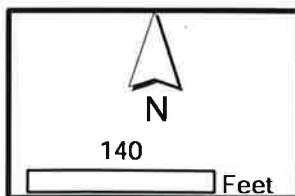
For many EOs, the Inventory has developed polygon boundaries representing the true geographic extent of the occurrence. However, these boundaries are still in development and are not available in a comprehensive format for all elements.

A list of the plants, animals, and communities tracked by the Inventory, along with their global and state ranks and federal and state listing status, is updated quarterly and is available from the Inventory website at [www.fnai.org](http://www.fnai.org).









# CITY OF ST. AUGUSTINE BEACH OCEAN HAMMOCK PARK SIDEWALK NETWORK MAP

Appendix O





## MANAGEMENT PLAN CHECKLIST

Please note that the Management Plan Checklist should be included with draft plans, including page numbers where the information is located in the draft plan or N/A if not applicable to this project.

Timeline												
Project Name: Ocean Hammock Park Phase I and Phase II							Project Number: 08-018-FF8/16-014-UA17					
Grant recipient: City of St. Augustine Beach												
Instructions: Modify tasks below as needed. Indicate the month/year each task will be completed. Indicate ongoing tasks in each appropriate year; note applicable month(s). Timeline should support plan text.												
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
<b>Date Park Open to the Public</b>												
<b>Planning/Design:</b>												
Public meetings												
Agency coordination												
Design							6					
Permitting							9					
Demolition of existing structures												
Amend Future Land Use Designation						10						
Amend Zoning Designation												
<b>Recreational facilities/structures/improvements:</b>												
FCT recognition sign						10						
1. (required recreational facilities)							10					
2. " as required by application &							10					
3. " special management conditions)							10					
4. " "												
1/2 mile trail (onsite)								12				
Bike rack								12				
Interpretive kiosk and/or signs								12				
Museum, Nature, or Recreation Center								12				
Stormwater facilities								12				
Parking/wheel stops (pervious)								12				
Landscaping								12				
Potable water/water fountain								12				
Fencing/Gates												
Restrooms (required for paddling trail)							10					
Benches								12				
Trash/recycle can installation/service								12				
<b>Key Management Activities:</b>												
Sidewalk (connection/ safe crossing)												
Recreational trail network (offsite connections)								12				
Paddling trail (connection/sign)							12					
Natural communities inventory/monitoring							6	6	6	6	6	
Plant/Wild life survey/monitoring (listed/non-listed)							6	6	6	6	6	
Photo-monitoring							6	6	6	6	6	
Invasive exotic plant control program							6	6	6	6	6	
Feral/ Invasive exotic animal control program							6	6	6	6	6	
Upland Restoration (plantings)								12				
Wetland Restoration (plantings)								12				
Hydrological Restoration												
Prescribed burn plan												
Fire-lines /Prescribed burns												
Forest/Habitat Stewardship Plan								12				
Forest/Habitat Management								12				

Archeological survey												
Archeological protection measures												
Educational programs							12	7	7	7	7	
Site Security							1-12	1-12	1-12	1-12	1-12	
Ed/Rec Center staffing Use of Existing Buildings after closing							12	6	6	6	6	
Annual Stewardship Report							6	6	6	6	6	
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	

## MANAGEMENT PLAN CHECKLIST

Please note that the Management Plan Checklist should be included with draft plans, including page numbers where the information is located in the draft plan or N/A if not applicable to this project.

page #	Cover Page
X	Title "Management Plan" on the cover.
X	FCT Project name on the cover.
X	Project number on the cover.
X	Date the Management Plan was drafted or <u>revised</u> on the cover.
	<b>Executive Summary</b> (optional)
n/a	Highlight the key or unique aspects of the site.
	<b>Table of Contents</b>
X	Provide the respective page numbers for the various sections in the Table of Contents.
X	List of Exhibits and Appendices ( <i>in front of plan</i> )
3	<b>I Introduction</b> (A good quick project summary to a first-time reader-very brief about ½ to 1 pg- detail should be in later chapters.)
X	Project name. Please reference the park name in the 1 <sup>st</sup> sentence/paragraph. Explain the name if relevant.
X	FCT project acreage, physical location (region within county/city, roads), and resource oriented location (i.e. watershed/along a river or waterbody/beach frontage).
X	Other background information - including previous use of the site, a brief description of resources etc.
n/a	If the project is located in a priority investment area or special management area, identify the designation, such as an Aquatic Preserve, NERR, Outstanding Florida Waters, Area of Critical State Concern, Front Porch Communities, Florida Main Street, Working Waterfront, Rural Area of Critical Economic Concern...
X	If this is a FCT phased project a combined Management Plan needs to be submitted which will supersede the prior plan(s). Each phase of the project needs to be clearly defined here in the Introduction (i.e. how each phase will be referred to Ph I, Ph II or by funding year P1A, FF11) then consistently identified throughout the plan. Similarly if the plan addresses non-FCT acquired properties managed together they need to be clearly broken down in the Introduction then consistently identified (i.e. referred to as <u>FCT-acquired</u> and <u>X-acquired</u> throughout the plan.)
X	Include a statement acknowledging that grant funding from FCT was used to acquire the Project Site and the Management Plan was developed to ensure that the Project Site will be developed in accordance with the Declaration of Restrictive Covenants (pka Grant Award Agreement) and in furtherance of the purpose of the grant application.
X	Include a statement identifying all the funding sources used to acquire the project site. Reference any restrictions that these programs may have on the use of the property.
X	Identify adjacent land uses and any potential conflict regarding the uses or management of the site.
4-5	<b>II Purpose</b>
X	Identify the purpose for acquiring the site as stated in the grant application.
X	Provision acknowledging that the Project Site will be managed only for the conservation, protection and enhancement of natural resources, and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the site.
X	Desired future condition and uses of the site.
X	A prioritized list of 4 to 8 management objectives for the site. (Such as: protect the natural and cultural resources, provide recreational opportunities, provide urban open space, provide water access, etc.)
X	Summary of major comprehensive plan directives that would be furthered by managing the site as proposed. (The summary should be about a page and cite no more than 3 to 5 comp plan policies)
X	Include the numerical citation of the comprehensive plan policies and objectives cited.

X	Commitment to amend the <u>future land use</u> designation to conservation, outdoor recreation, open space, or other similar category within a year of acquiring the site. <i>Please also include this in the Timeline.</i>
X	Commitment to amend the <u>zoning</u> designation to conservation, outdoor recreation, open space, or other similar category within a year of acquiring the site OR If your City/County no longer has <u>zoning</u> designations but instead uses the <u>future land use</u> designation for both please clearly indicate so. <i>Reference the property tax id #s for all acquired parcels so this can be later verified by staff. Please also include this in the Timeline.</i>
n/a	If designation(s) already outdoor related, provide a copy of the definition of the designation for both the Comprehensive Plan's Future Land Use designation and the City/County's Zoning designation as appropriate.
X	Commitment to forward FCT a copy of the approved ordinances changing the Future Land Use and the Zoning designations when reporting the changes in the Annual Stewardship Report.
X	Provision ensuring the Project Site is identified in all literature and advertising as acquired with funds from the "Florida Communities Trust" and operated as a natural conservation area, outdoor recreation area or other appropriate descriptive language.
6-9	<b>III Natural and Cultural Resources</b> (Identify natural and cultural resources in need of protection including a discussion of the issues, problems and proposed management techniques)
n/a	<b>Soils</b> (Optional - only recommended if over 500 acres) Identification of soil types; reference appendix.
n/a	Soils map (in appendix).
n/a	Identify if there are any mineral resources such as oil, gas, phosphate, etc.
6	<b>Natural Communities</b>
X	Describe the natural communities on the Project Site including imperiled or critically imperiled communities. FCT recommend that FNAI community types are used. (see */** below)
X	Describe the condition of the community. <i>Please address the overall condition of the natural communities once the item above is addressed.</i>
X	Describe the amount of disturbance on the project site.
X	Describe a representative sample of the various plant species found in each community.
X	Discuss the proposed management techniques to protect and enhance the various natural communities including any imperiled or critically imperiled communities. <i>Please consider Declaration of Restrictive Covenants (pka Grant Award Agreement) special management conditions - and provide a response. Include natural community periodic survey/monitoring in the Timeline. (see */** below)</i>
X	Confirm and discuss how a minimum of 70% of the "predominantly natural community" will be protected from human disturbance. Make sure area protected is not piecemealed/fragmented square footage- this needs to be an intact functional community. <i>This minimum applies to projects that received points in the application evaluation for predominantly natural community.</i>
X	Include a commitment to implement a photo-monitoring program of selected natural communities on the site. <i>Establish photo-monitoring program before any site disturbance; include in the Timeline.</i>
X	Identify any unique natural features on the site. <i>Please address unique natural features. If unknown to date this should be incorporated in the natural community survey.</i>
X	Describe the unique geological feature(s) on the Project Site. <i>Please address unique geologic features. If unknown to date this should be incorporated in the natural community survey.</i>
	* If details not known at the time of drafting the Management Plan, include a general discussion of what is known of the resources onsite and outline a plan identifying the resources in the near future (1 to 2 years) <i>Indicate in the Timeline.</i>
	** If details not known at the time of drafting the Management Plan, include a conceptual discussion of what action may need to be taken to protect the resources, and a time line for developing a final resource protection plan. <i>Indicate in the Timeline.</i>



7	<b>Inventory of the Natural Communities</b>
X	Time frame for initiating a more detailed biological inventory survey of natural communities. <i>Survey to be conducted prior to development activities. Indicate in the Timeline.</i>
X	Identify the monitoring cycle (such as twice a year - once a year - once every two years). <i>Indicate in the Timeline.</i>
X	Include a procedure to forward information on identified listed species to the Florida Natural Areas Inventory (FNAI), annually, on the appropriate FNAI forms.
X	Include the plant and animal species forms in the Appendix and reference in the text that the FNAI the forms are located in the Appendix
8	<b>Listed Plant Species</b>
X	Identify the listed plant species that have been found on the Project Site. <i>(see */** below)</i>
X	Identify listed plant species that may be found on the Project Site based on the vegetative communities on the Project Site. <i>(see */** below)</i>
X	Discuss the proposed management techniques to protect and enhance habitat for the various listed plant species. <i>Please indicate the management techniques once the natural communities have been defined and the plant and animal surveys conducted. Also include the timeline for providing the management techniques in the Timeline.</i>
	* If details not known at the time of drafting the Management Plan, include a general discussion of what is known of the resources on site and outline a plan identifying the resources in the near future (1 to 2 years). <i>Indicate in the Timeline.</i>
	** If details not known at the time of drafting the Management Plan, include a conceptual discussion of what action may need to be taken to protect the resources, and a time line for developing a final resource protection plan. <i>Indicate in the Timeline.</i>
9	<b>Listed Animal Species</b>
X	Identify the listed animal species that have been found on the Project Site. <i>Please indicate that you will provide this data with the initial survey as noted in the Timeline. Update L as noted below under the Timeline.</i>
X	Identify listed animal species that may be found on the Project Site based on the vegetative communities on the Project Site.
X	Identify whether the Project Site contains habitat located in a Strategic Habitat Conservation Area, as identified by the Florida Fish and Wildlife Conservation Commission (FWCC).
X	Discuss the proposed management techniques to protect and enhance habitat for the various listed animal species. <i>A statement to protect was provided but how was not addressed; please indicate the management techniques once the natural communities have been defined and the plant and animal surveys conducted. Also include the timeline for providing the management techniques in the Timeline.</i>
X	Coordinate with the Fish and Wildlife Conservation Commission (FWCC) on the protection of listed species. <i>Include when the County will do this on The Timeline.</i>
	* If details not known at the time of drafting the Management Plan, include a general discussion of what is known of the resources on site and outline a plan identifying the resources in the near future (1 to 2 years). <i>Indicate in the Timeline.</i>
	** If details not known at the time of drafting the Management Plan, include a conceptual discussion of what action may need to be taken to protect the resources, and a time line for developing a final resource protection plan. <i>Indicate in the Timeline.</i>
9-10	<b>Invasive Exotic Plant and Animal Control Program</b> Identify, Remove, Monitor and Control
X	Discuss the need for removal of invasive exotic species. <i>This is a general explanation of why we do it.</i>
9	• <b>Invasive Exotic Plants</b>
X	Develop a proactive ongoing control program for invasive exotic plants on the project site. <i>Note: a public education element will further program success if citizens learn about control invasives.</i>

X	List the invasive exotic plants known to exist on the site.
X	Discuss how the Invasive Exotic Plant Control Program will be implemented including the timing and frequency. Indicate when the program will be initiated after acquisition and the timing ( <i>planned months</i> ) of identification, removal and monitoring in text and on the Timeline. Schedule should be based on a goal to eliminate prevent reinfestation <i>At a minimum annually, more frequent depending on acreage and conditions. Consider different stages of the growing season to more effectively identify certain species and use of flagging, painting, GPS etc. to locate sites for removal and monitoring.</i>
X	Provide a conceptual discussion on removal techniques to be used. <i>In general detail how you will remove them (manual, mechanical, fire, flooding/inundation, herbicide, combination of methods, etc) based on what species are known or likely onsite and the planned time frame of methods used i.e. well before seed production to prevent further spread.</i>
X	Address revegetating sites impacted by invasive exotic plants.
X	Reference the use of the Exotic Pest Plant Council's list of Florida's Most Invasive Species in identifying invasive exotics on the Project Site. Include a copy in the Appendix and reference in the text that the List is included in the Appendix. ( <a href="http://www.fleppc.org">http://www.fleppc.org</a> )
10	<ul style="list-style-type: none"> <li><b>Feral /Invasive Exotic Animals</b></li> </ul>
X	Develop a proactive control program for feral and invasive exotic animals on the project site. <i>A public education element will further the success of control on the Project Site.</i>
X	List what feral ( <i>hogs, dogs, cats, Muscovy ducks,</i> ) and invasive exotics ( <i>Asian clam, Cuban tree frogs, channeled apple snail, milk snail etc.</i> ) are present or may utilize the site.
X	Discuss how the Feral and Invasive Exotic Animal Control Program will be implemented including the timing and frequency. Indicate when the program will be initiated after acquisition and the timing ( <i>planned months</i> ) of identification, removal and monitoring in text and on the Timeline. Consider implementing in conjunction with the invasive exotic plant program.
	(For more info reference: <a href="http://www.myfwc.com/wildlifehabitats/nonnatives">http://www.myfwc.com/wildlifehabitats/nonnatives</a> , <a href="http://www.floridainvasives.org">http://www.floridainvasives.org</a> )
10	<b>Restoration</b> <i>Landscaping and Restoration serve a different purpose. Differentiate between the outdoor recreational facilities to be landscaped and restoration areas, and only address Restoration in this section.</i>
X	Approximate number of upland and wetland acres to be restored. <i>Please clearly indicate total acres and areas to be restored (not %) and indicate type on the Master Site Plan.</i>
X	Provide a discussion of the proposed restoration plan and techniques to be used including hydrological restoration. <i>If detail not known at this time, include overview and indicate time frame for restoration plan development on the Timeline.</i>
X	Provide a discussion on the type of native plants to be planted. <i>This plan should be better defined once baseline natural community/flora and fauna surveys are conducted. Please indicate this if applicable.</i>
X	Include a photo-monitoring element to the restoration plan.
X	Discuss the proposed management techniques to protect and enhance the water quality of the water bodies on or adjacent to the Project Site. <i>Discuss how techniques not that it will be protected.</i>
n/a	Discuss any hydrological restoration on the Project Site. <i>Please address this item if applicable.</i>
X	Time frame for initiating and completing the restoration program. <i>Please address this separate from landscaping in the Timeline.</i>
X	Show the restoration area on the Master Site Plan or other exhibit. <i>Please show the restoration area(s) on the plan map.</i>
n/a	<b>Prescribed Burn Plan</b> ( <i>if applicable</i> )
n/a	Discuss the need and purpose of a prescribed burn program.
n/a	Develop neighborhood outreach program to inform residents of the benefits of prescribed burns.
n/a	Time frame for developing a plan based on consultations with FFS and FWC ( <i>include on Timeline</i> ).

n/a	Commitment to install fire-lines along the perimeter <i>where there are fire dependent natural communities</i> '.
n/a	<b>Forest / Habitat Stewardship Plan</b> (If applicable; also recommended for sites over 1,000 acres)
n/a	Discuss forest and ecosystem management activities for the site and coordinate plan development with FWC and FFS.
n/a	Detail methods and goals of management of each identified community and provide a management schedule. Incorporate the prescribed burn plan and other natural community management activities (i.e. invasive exotic control) into this Stewardship Plan as appropriate. <i>Include in the Timeline.</i>
n/a	If coordination with the FWC in their Landowner Assistance Program is required in the grant application, provide a letter from the FWC indicating LAP approval of the draft plan submitted to FCT.
n/a	If coordination with the FFS in their Forest Stewardship Program is required in the grant application, provide a letter from the FFS indicating Forest Stewardship Program approval of the draft plan submitted to FCT.
11	<b>Archeological, Cultural, and Historical Resource Protection</b>
X	Identify all known archeological and historical resources within the project boundary and discuss their significance, if known. <i>Include Master Site File numbers if applicable.</i>
X	Include a statement that significant resources will be interpreted for the public.
X	Discussion of restoration needs and proposed management measures to protect the site. <i>Survey to be conducted prior to development activities.</i>
X	Identify the timing and extent of the historical and archaeological survey of the site, if needed. <i>Seeking funds for survey; include grant submittal time in the Timeline.</i>
X	A commitment to perform a cultural resource survey of any area within the project site that is proposed for development prior to the commencement of proposed development activities in that area
X	Include a provision that requires the applicant to notify the Division of Historical Resources immediately if evidence is found to suggest an archaeological or historic resource at the project site.
X	Include a mechanism to coordinate with Division of Historical Resources on the protection and management of archaeological and historical resources.
X	A provision that the collection of artifacts or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.
X	Statement that the management of the archaeological and historic resources will comply with the provisions of Chapter 267, Florida Statutes specifically Sections 267.061 2(a) and (b).
11-14	<b>IV Site Development and Improvement</b>
11	<b>Acknowledgment Sign</b>
X	Include a commitment to the placement of at least one acknowledgment sign identifying "Funding for the acquisition of this site was provided by Florida Communities Trust using Florida Forever funds". The sign shall be at least 3'x 4' in size and include the FCT logo and the year the site was acquired. The sign shall be located at the entrance area to the park.
X	<u>100% FCT funded sites:</u> Funding for the acquisition of this site was provided by the Florida Communities Trust using Florida Forever funds. Acquired in year. <u>Sites funded with match funds:</u> Funding for the acquisition of this site was provided by <u>indicate other funding source</u> and the Florida Communities Trust using Florida Forever funds. Acquired in year.
12	<b>Existing Physical Improvements</b>
X	Identify existing improvements on the project site. (Such as: utility easements, existing structures, dirt roads, trails, fencing, old foundations, borrow pits, improved pasture, pine plantation, spoil mounds, etc.)
X	Indicate the condition of the improvements and if they will be removed, retained or reconditioned.
X	Provide an existing structures map if improvements onsite are extensive.

X	Provide copy(s) of utility easements.
12	<b>Hazard Mitigation</b> (if applicable, within the coastal high hazard area or 100-yr flood plain)
X	Discuss in concept, the hazard mitigation principles to be applied in the design and construction of the Project Site. (i.e. locating major structures outside the 100-year flood plain, building major structures on pilings, not constructing major structures in hazard area, etc.)
X	Include a map of the 100-year flood plain or note the 100-year flood plan on the master site plan.
12	<b>Low Impact Development, Buffers and Conservation Easements</b>
X	Include a commitment to the conduct site improvements on previously disturbed lands, minimize clearing of native vegetation, request and receive FCT permission to clear native vegetation prior to clearing, and minimize impervious areas in the design, development and management of the project site.
X	Include a commitment to provide a 100-foot buffer between parking lots, major facilities, athletic fields and wetlands.
X	Include a provision that restroom facilities will be connected to central sewer if at all possible; and that restrooms and the associated septic or underground sewer lines will be located away from no less than x ft from wetlands on or off the project site.
X	Identify any limitations on activities and/or development due to Conservation Easement(s), Military Restrictive Use Easement, etc. Specify the location in the project site and reference the Exhibit or Appendix #.
X	Demonstrate above detail in the <i>Natural Communities and Existing Land Use map exhibits</i> . Include reference to Exhibit(s) _.
	<i>Note: access/ utility easements addressed in the concessions section below.</i>
12-13	<b>Proposed Physical Improvements</b>
X	Address the following 4 items that correlate to low impact development section above when detailing the Proposed Physical Improvements below.
X	<ul style="list-style-type: none"> <li>Discuss approximate size of the various facilities.</li> <li>Discuss any potential impacts the various facilities may have on the natural resources on the project site.</li> <li>Identify how site development is being planned on previously disturbed areas to the greatest extent possible.</li> <li>Identify how proposed alterations of land or vegetation at the Project Site will be coordinated with the protection of listed plant and animal species. <i>Note: Natural resources/Cultural resource assessments need to be completed prior to site development.</i></li> </ul>
12	<ul style="list-style-type: none"> <li><b>Recreational Facilities</b></li> </ul>
X	Identify and provide information on all proposed improvements. First list minimum required (i.e. the minimum # rec facilities, water access facility, ½ mile trail, paddling trail etc) then note additional amenities planned.
X	Consider bike racks adjacent to high activity areas. (Such as: picnic shelter, fishing pier, ball field, trailhead of a nature trail, environmental education center, etc.)
X	If possible, provide a drinking fountain. <i>Please provide and indicate on Master Site Plan.</i>
X	Consider benches at major activity areas and along trails.
X	To protect water quality and wildlife, placement of trash and recycle cans at fishing piers, ball fields, and parking areas, and cigarette butt and monofilament receptacles near waterbodies.
X	Consider bike paths, sidewalks, trails and/or bus stops to the site to improve multimodal access..
X	Bury utility lines, if at all possible
X	An acknowledgment that any proposed modification of the Management Plan and/or undertaking any site alterations or physical improvements that are not addressed in the Recipient's approved Management Plan requires prior FCT review and approval. (Place this statement in a separate paragraph)



13	<ul style="list-style-type: none"> <li><b>Education Signs</b> <i>(if applicable)</i></li> </ul>
X	Include a commitment to provide interpretive signs intended to educate visitors about the natural environment and any known archeological and historical resources on the Project Site.
	<ul style="list-style-type: none"> <li><b>Museum, Nature or Rec Center</b> <i>(if applicable)</i></li> </ul>
X	Describe the type of center(s); how the building(s) will be utilized; and what activities will be available.
X	Include a commitment to provide a staffed center available to the public year round on a regular basis.
X	Indicate who (local govt, private nonprofit...) will staff center.
X	Indicate the hours and days of operation and planned opening date. <i>Indicate in the Timeline</i>
X	If the project includes existing building(s), include a commitment to have regular physical presence in the building(s) onsite within 3 months after closing. Interim use of the structures should be directed to promote park development, security and access. <i>Indicate in the Timeline</i>
13	<ul style="list-style-type: none"> <li><b>Parking</b></li> </ul>
X	Indicate if parking will be provided onsite. If so where. If not indicate parking facilities park patrons can use.
X	Approximate number of parking spaces and size of parking area <i>(regular spaces, boat trailer spaces etc.)</i>
X	Include a commitment to incorporate pervious material wherever feasible.
X	Identify what means <i>(split rail fences, bollards, rock boulders, or wheel stops)</i> will be employed to contain cars in the parking areas.
13	<ul style="list-style-type: none"> <li><b>Landscaping</b> <i>reminder- do not address restoration in this section. Also landscaping should be listed separately on the timeline and on the Master Site Plan from Restoration.</i></li> </ul>
X	Approximate number of acres or area to be landscaped.
X	Provide a discussion on the conceptual landscaping plan. <i>Planting shade trees around the parking area, playground, resting benches and other facilities to improve the recreational experience. Native flowering and seasonal color trees, shrubs and groundcover along trails, at the educational center and other recreational facilities. Vegetative screens to camouflage utilities, roads, off-site development etc.</i>
X	Discuss what type of native plants may be used.
X	Show the areas to be landscaped on the Master Site Plan.
X	Indicate the Timeline for initiating and completing the Landscaping plan.
14	<ul style="list-style-type: none"> <li><b>Stormwater Facilities</b></li> </ul>
X	Site development will be minimized and materials used will be pervious material wherever possible to reduce the need for the development of stormwater management facilities.
X	Natural wetlands and waterbodies may not be utilized to accommodate stormwater management needs.
X	Stormwater facilities will be designed in a manner as to not to adversely affect the watershed to natural communities dependant of surfacewater contribution.
X	Onsite stormwater facilities may be designed to accommodate runoff from onsite development or to improve pre-existing water quality and flooding issues but not to accommodate new offsite development.
X	Include a commitment that any proposed stormwater facilities will be designed to provide recreational open space and wildlife habitat in a park-like setting; with shallow slopes (for safety and to provide littoral zone) and without any fences.
14	<b>Permits</b>
X	To the best of your ability, identify all required permits for proposed development or restoration work such as ACOE, DEP, WMD, FWC, FFS, DHR, County, or City.
14	<b>Easements, Concessions and Leases</b>



X	Identify existing easements, concessions or leases. <i>Note conservation easements already addressed above.</i>
X	Include commitment to obtain the proper State Sovereignty Submerged Land lease, consent or waiver as required for any proposed in or over water structures in State Sovereignty Submerged Lands.
X	The recipient must provide documentation in the Management Plan prior to acquisition that any existing <u>project site</u> facility or structure located in or over state sovereignty submerged lands has a proper lease, consent or waiver, and that any applicable fees are current. The documentation must be in the form of a letter from the Department of Environmental Protection stating that all project site facilities or structures located over state sovereignty submerged lands are in compliance with Chapter 18-21, F.A.C., and applicable fees are current or that said facilities or structures are not subject to a state sovereignty submerged land lease.
X	The recipient must provide documentation in the Management Plan prior to acquisition that all <u>existing recipient</u> owned facilities or structures located over state sovereignty submerged lands has a proper lease, consent or waiver, and that any applicable fees are current. The documentation must be in the form of a letter from the Department of Environmental Protection stating that all recipient owned facilities or structures located over state sovereignty submerged lands are in compliance with Chapter 18-21, F.A.C., and applicable fees are current or that said facilities or structures are not subject to a state sovereignty submerged land lease.
X	Identify proposed or possible easements, concessions, or leases including the type of proposed easement, concession, or lease agreement being considered, what type of fees would be charged at the facility, whether the facility is a non-profit facility, and any other financial information concerning the organization.
X	Include a statement that the applicant will provide FCT 60 day prior written notice and information regarding any lease of any interest, the operation of any concession, any sale or option, the granting of any management contracts, and any use by any person other than in such person's capacity as a member of the general public and no document will be executed without the prior written approval of FCT.
X	Include a statement that the applicant will not execute any document without the prior written approval of FCT.
X	Include a statement that the applicant will report any revenue collected onsite or for the use of the project site.
X	Include an acknowledgment that all fees collected are placed in a segregated account solely for the upkeep and maintenance of the Project Site.
14-17	<b>V Management Needs</b>
14	<b>Coordinated Management</b> If the project site is adjacent to an existing park or other publicly-owned lands
X	Discuss the need to coordinate management of the site with the managers of the adjacent conservation or parklands. <i>Indicate the Need to coordinate management of the site; not that just will coord management</i>
X	Describe how the management of the project site will be coordinated with adjacent land manager(s). <i>Indicate How not just that will coordinate management</i>
X	Discuss existing and proposed facilities on the adjacent parcel and how they may be incorporated, as appropriate, into the management of the project site.
X	Provide an exhibit that shows the FCT project site and the adjacent publicly owned lands and all existing and proposed facilities on both sites and any shared facilities.
X	Include a copy of comments from adjacent public land managers on the Management Plan or a time frame to request and obtain comments from adjacent public land managers on the Management Plan. <i>Include consultation with state agencies' public land managers in The Timeline.</i>
n/a	<b>Sidewalk Network</b> (if applicable)
	Discuss how the Project Site will connect to the existing sidewalk system.
	Provide a safe road crossing for sidewalks which connect to the project site across a busy roadway (pedestrian crossing sign, caution light, raised speed hump/crossing, etc.).

	Map depicting sidewalk connection / improvements on or adjacent to the Project Site. <i>Include a map in Exhibit _ at a scale to distinguish the location of the sidewalk connection to this site and in association with the surrounding area.</i>
15	<b>Trail Network</b> (if applicable)
X	Discuss how the Project Site will enhance an existing local, regional, or statewide recreational trail system by connecting, extending, or closing the gaps in existing recreational trail systems, or by providing trailhead or trailside facilities.
X	Detail or provide a conceptual discussion regarding the coordinated trail enhancement activities and management efforts among local, regional and state agencies. Note safe road crossing must be provided for trail network which connects to site across busy roadway (pedestrian crossing sign, caution light, raised speed hump/crossing, etc.).
X	Map depicting Project Site and other existing or proposed parcels comprising the recreational trail system. <i>Include a map in Exhibit _ at a scale to distinguish the location of the trail connection to this site and in association with the surrounding area.</i>
n/a	<b>Paddling Trail Network</b> (if applicable)
	Detail how the Project Site will enhance an existing local, regional, or statewide recreational paddling trail system by connecting, extending, or closing the gaps in existing recreational trail systems, or by providing launch, landing, restroom facilities, paddling trail sign and mapping.
	Detail or provide a conceptual discussion regarding the coordinated trail enhancement activities and management efforts among local, regional and state agencies.
	Map depicting Project Site and other existing or proposed parcels comprising the paddling trail system. <i>Include a map in Exhibit _ at a scale to distinguish the location of the trail connection to this site and in association with the surrounding area.</i>
15	<b>Greenways/Wildlife Corridor</b> (if applicable)
X	Discussion of the connectivity and management philosophy of the wildlife corridor. Address any road obstacles and proposed solution(s).
X	Detail or provide a conceptual discussion on the coordinated resource protection activities and management efforts among local, regional and state agencies.
X	Map depicting Project Site and other existing or proposed parcels comprising the wildlife corridor. <i>Include a map in Exhibit _ at a scale to distinguish the location of the project site in association with the surrounding area.</i>
	<b>Consider combining above Sidewalk, Trail, Paddling Trail and Corridor maps if possible.</b>
15	<b>Staffing</b>
X	Identify existing or new permanent and/or volunteer staff needed to operate the site.
X	Include a commitment that staffing of onsite buildings will only be used to support the FCT park site. Identify any structures onsite and how they will be staffed and utilized by the public.
15	<b>Education Program</b> (if applicable)
X	Include a commitment to provide at least 12 regularly scheduled environmental or historical educational programs per year at the Project Site conducted by trained educators or resource professionals.
X	Types of programs, target group(s), who will be leading the programs, etc.
X	Identify a time frame for implementation of the education program.
16	<b>Maintenance</b>
X	Identify all maintenance activities that are required for the upkeep of the Project Site.
X	Identify the local government employees or service contractors responsible for all aspects of property maintenance such as site cleanup, trash removal, and facilities upkeep.

16	<b>Security</b>
X	Identify the parties responsible for security at the site.
X	Identify the measures to be employed to protect the site and the public using the site from vandalism, theft, and assault. (Such as sheriff or police patrol, park staff patrol, citizen patrol, neighborhood patrol, on site resident security, etc.)
X	Identify the measures and design features to be employed to protect the site and the public using the site from vandalism and theft. (Such as fencing, gates, boundary signs, posted hours signs, etc.) <i>Installation of fencing is noted in the Timeline but not addressed in this section. Please address fencing, gates and posted hours signs in this section.</i>
X	If the project includes existing building(s), include a commitment to have regular physical presence in the building(s) onsite within 3 months after closing. Indicate what measures will be taken to secure the building(s) after closing and prior to the park opening. If different, note building security measures after park opening.
	<b>Public Involvement</b> (Optional)
	Statement concerning the extent of public involvement and local government participation in the development of the plan.
	Include a summary of comments and concerns expressed, if any. <i>Include timing for public mtgs on the timelines as necessary.</i>
16-17	<b>VI Cost Estimates and Funding Sources</b>
X	Break out and itemize approximate cost of each of the following. Structures and Improvements - for each group of structures or improvements. Natural Resource Protection - for each activity. Resource Enhancement Activities - for each activity Archeological and Historical Resource Protection - for each activity Educational Program - for each activity Maintenance - for each group of activities Security Staffing
	Identify the planned funding sources associated with implementing the Management Plan.
17	<b>VII Priority Schedule</b>
X	Include a time line, using calendar dates (month/year), for implementing <b>all activities discussed in the Management Plan</b> based on established priorities and the availability of funds including for the construction of <b>each</b> facility and implementation of <b>each</b> activity or program. (Note: used as a reference during stewardship assessment and review) Timeline template attached at end.
17	<b>VIII Monitoring and Reporting</b>
X	An acknowledgment that it is the Recipient's responsibility for preparing an Annual Stewardship Report, due on MONTH 30 <sup>th</sup> of each year ( <i>choose any month other than January</i> ), which evaluates the implementation of the Management Plan.
X	An acknowledgment that any proposed modification of the Management Plan and/or undertaking any site alterations or physical improvements that are not addressed in the Recipient's approved Management Plan requires prior FCT review and approval.
	<b>Exhibits/Appendices</b> provide all maps/supporting documents with a color original ( <i>if applicable</i> ). Maps should be provided at an appropriate scale to be readable with the FCT boundary line clearly delineated. Maps need to have a legend, be labeled with the project name, FCT#, north arrow and scale
	<b>Location Map</b> showing the project site in relationship to the surrounding area - preferably a USGS Quad map. Please provide a map at a scale which shows detail of the site and surrounding area, preferably a Quad map, with a scale.

<b>Boundary Map</b>	clearly showing the FCT project boundary particularly if the site has multiple acquisition phases or is co-managed with non-FCT acquired acreage. Delineate the FCT project boundary on an aerial at a scale to show its relationship to the surrounding area. Provide parcel property tax ids.
<b>Public Lands Map</b>	showing the project and other public or conservation lands (identified) within a 3 mile radius. Please provide a color map at a scale of approximately 1"=2000', with a scale.
<b>Natural Communities Map</b>	Provide a map of all the Natural Communities occurring on the site. <i>Use this and the Existing Land Use Map to support text detail in the Development and Buffers section.</i>
<b>Soils Map and Soil Descriptions</b>	<i>(Optional)</i>
<b>Existing Land Use</b>	show existing buildings, outbuildings, utilities (above/below ground), septic tanks/drains, slabs, gas tanks, or other uses of site. Indicate all facilities which will be removed. <i>Use this and the Natural Communities Map to support text detail in the Development and Buffers section.</i>
<b>Master Site Plan</b>	Boundary of the FCT Project Site clearly identified. If part of a FCT phased project each phase boundary will be distinct. If part of a non-FCT park site; FCT boundary will be distinct from larger park boundary. Show the existing physical improvements which will remain onsite. Identify proposed recreational improvements and their approximate location on a master site plan. Include water fountain, sidewalk access, bike racks, safe pedestrian crossings, drainage ditches.... Locate the areas to be landscaped. Locate the upland areas to be restored and approximate areal extent. Locate the wetland areas to be restored and approximate areal extent. Site plan of co-managed publicly owned lands adjacent to the Project Site <i>(if applicable)</i>
<b>Sidewalk Network Map</b>	<i>(if applicable)</i> Please provide a sidewalk network map at a scale which clearly shows the project site and surrounding areas.
<b>Trail Network Map</b>	<i>(if applicable)</i> Please provide a trail network map at a scale which clearly shows the project site and surrounding areas.
<b>Paddling Trail Map</b>	<i>(if applicable)</i> Please provide a paddling trail network map at a scale which clearly shows the project site and surrounding areas.
<b>Greenways/Wildlife Corridor Map</b>	<i>(if applicable)</i> Please provide a regional greenway map at a scale which clearly shows the project site and surrounding areas.
<b>Grant Agreement</b>	<i>executed copy of agreement, pka Grant Contract or Conceptual Award Agreement</i>
<b>Warranty Deeds/Declaration of Restrictive Covenants</b>	<i>pka Grant Award Agreement to be inserted post closing.</i>
<b>Agreements / Easements</b>	<i>(i.e. Interagency MOU, Restrictive Use Agreement, Conservation Easements / or Utility Easements etc. specify type in table of contents and list separately if applicable)</i>
<b>Natural Community/Plant and Wildlife Surveys</b>	
<b>Prescribed Burn Plan</b>	
<b>Forest / Habitat Stewardship Plan</b>	
<b>Florida Natural Areas Inventory report forms</b>	<i>for listed plant and animal species</i>
<b>Exotic Pest Council's List of Florida's Most Invasive Species</b>	
<b>Cultural Resource Information</b>	<i>Surveys / Florida Master Site Files / DHR communications / photos</i>
<b>Approved Future Land Use Map</b>	<i>with a legend and at a scale where the project site can be easily found. Include copy of the existing designation. FCT will replace documentation once amended.</i>
<b>Approved Zoning</b>	<i>ditto FLUM notation above.</i>
<b>Comments</b>	<i>from adjacent Public Land Managers, Management Plan Advisory Group Summary, general public or hearing summary(s) (if applicable)</i>